IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

PURVI LLC T/A THE LINCOLN MOTEL *Plaintiff* v. NATIONAL FIRE & MARINE INSURANCE COMPANY and KK INSURANCE AGENCY *Defendants.*	**CIVIL ACTION** **NO. 2:18-cv-00822-WB**

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EXHIBIT EE

NJP&C License 110550
NYP&C License BR746131
PA License 816435
Michigan License 3281937

EDWARD R. SANTOS
14 Lenape Trail
Freehold, New Jersey 07728
Telephone 732-809-0580 - Facsimile 732-414-2394

November 13, 2018

Mr. Anthony DiUlio, Esquire
Law Offices of Wheeler, DiUlio & Barnabei P.C.
1617 John F. Kennedy Boulevard, Suite 1270
Philadelphia, PA 19103

Re: Purvi LLC, T/A The Lincoln Motel vs National Fire & Marine Insurance Co., and KK Insurance Agency, and Wawa Inc., and Self Help Movement, Inc., and Southwark Metal Manufacturing, US District Court For The Eastern District of PA, Civil Action No. 18-822

Dear Mr. DiUlio:

I have reviewed the following materials:

Purvi LLC, T/A The Lincoln Motel vs National Fire & Marine Insurance Co., KK Insurance Agency, Wawa Inc., Self Help Movement, Inc., Southwark Metal Manufacturing; US District Court for The Eastern District of PA, Civil Action No. 18-822, Second Amended Civil Action Complaint; documents from Reinard Insurance Agency and Cumberland Insurance Group (03/10/2009 thru 03/10/2012), which were prior to National Fire and KK Insurance Agency insuring Purvi LLC, the documents associated with this case from 03/10/2012 through the date of loss (05/14/2016), and subsequent documents from KK Insurance Agency through February 27,2017. All total I reviewed 2,748 pages.

"Exhibit A" - Claim Number 12 37 392565, Policy Number 12 PRM026361 with National Fire & Marine Insurance Company (one of the Berkshire Hathaway Home State Insurance Companies), located at 1314 Douglas Street, Omaha, Nebraska 68102, Insured Purvi LLC., T/A The Lincoln Motel, 2277 Lincoln Highway, Feasterville-Trevose, PA 19103, Date of Loss 05/14/2016, and documents related to the loss dated May 31, 2016, September 7, 2016 and October 28, 2016. The cause of Loss was Fire.

I will focus the report to the Property Policy with effective dates of 03/10/2016 through 03/10/2017, written with National Fire & Marine Insurance Company, brokered by the Retail Insurance Broker, KK Insurance Agency, located at 541 Broadway, Long Branch, NJ 07740, through Wholesale Insurance Broker, All Risks, Ltd., 2555 Kingston Rd # 250, York, PA 17402. The Limits shown on that policy were as follows:

Building Limit	$2,250,000	Replacement Cost Basis with 80% Co-Insurance
Business Personal Property (BPP/CTS)	$ 128,750	Replacement Cost Basis with 80% Co-Insurance
Business Income (BI)	$ 221,500	
Deductible on Building	$ 5,000	

Total Claim Submitted:

Limits		Paid	Unpaid	Claimed by Insured	Spent by Insured
BLDG	$2,250,000	$1,587,435.56	$662,564.44	$ 2,197,825.37	$ 2,945,134.93
BPP	$128,750	$127,910.09	$ 839.91	$198,207.09	
BI	$221,550	$221,550.00	$ 0.00	$518,128.00	$518,128.00
CUpgrades	$35,000	$35,000.00	$ 0.00	$247,498.06	$220,028.00

The discrepancy with the Property Policy is with the Building Policy Limit, Business Income (BI) Policy Limit, and Code Upgrade Limits Claimed by the Insured, Paid to Reconstruct the Building by the Insured, versus what National Fire paid in the claim to the Insured, Purvi LLC. The difference is $1,357,699.40, which is still owed and due to the Insured at full Replacement Costs on the Building, on Business Income it's $296,578, and Code Upgrades its $212,498.06.

ANALYSIS:

In **April 22, 2009 (Updated 5-14-09),** a Narrative Report was done by Capstone Safety Consulting Services for the Insured, for Policy # S 207843-01, for Cumberland Insurance Group, who at that time was working with Reinard Insurance Agency, pages 279-283 of a total 487 pages from this Link,

https://www.dropbox.com/s/c0eiaewj8iai6ni/Purvi%20Documents%20from%20Cumberland%20Insurance%20Group.pdf?dl=0

and the policy period was 03/10/2009 to 03/10/2010, where Capstone Safety performed a Replacement Cost Valuation of the Building and it showed the value at $2,711,452 (at 100%) and the square footage at 20,458. A subsequent letter was sent by Cumberland Insurance Group dated May 19, 2009 from Rosemary Elinsky, Sr. Commercial Underwriter to Reinard that the current policy's Building Coverage was ***underinsured***, therefore Cumberland decided to increase the Building Limit to $2,170,000, so that the Policy would comply with the Co-Insurance Provision of 80%. This would protect the Insured of receiving full payment on his claim should any insured peril loss occur in the future to the Building, up to $2,170,000.

When KK Insurance Agency replaced Reinard Insurance Agency on 03/10/2012 and replaced the Insured's Policies with new Insurers, the Certificate of Insurance that they sent out, dated 03/15/2012 by Kiran M. Sondhi of KK Insurance Agency, showed the Insurance Company as Western Heritage Insurance Company, Policy # SCP0890165 for policy period, 03/10/2012 to 03/10/2013 with Building Limits of **only $1,236,000**. This Building Limit was far below the $2,170,000 that Cumberland Insurance Group required to protect the Insured against a loss. KK Insurance Agency should have conducted a thorough review of the Insured's existing policies when they were asked to replace them on 03/10/2012, and discussed thoroughly the Building Limits with the Insured, the Replacement Cost Valuation of the Building, correct square footage and explain how the 80% Co-Insurance Clause comes into play when a Claim has to be paid and the Insurable Building Limits are ***undersinsured*** or incorrectly stated on the Insured's policy.

In subsequent renewals of the Insured's Property Policy, the Building Limit was again incorrectly raised by KK Insurance Agency to $2,250,000 from $1,236,000, but without any documentation that I saw justifying this new increased Limit or Replacement Cost Valuation, such as was done by Capstone

Consulting Services/Cumberland Insurance Group back in April 2009, when the Replacement Cost was shown in their report as $2,711,452. The Loss suffered by the Insured was on **05/14/2016**, or ***seven years later***, and most certainly construction costs move up almost annually, so the correct Building Limit Replacement Cost Valuation on the policy should have been around **$2,945,134** (at 100%), or what the Insured had to pay to reconstruct the Building, after the loss. The purpose of having 100% Replacement Cost coverage on the Building, as mentioned previously, is to insure the Building gets reconstructed without the Insured having to pay any money towards the cost, less his $5,000 Deductible. KK Insurance Agency made a big error in not providing the 100% Replacement Cost coverage on the Building and why the discrepancy exists today between these parties on the Claim pay out. National Fire & Marine Insurance Company should have also conducted their own Replacement Cost Valuation of the Building to ascertain the correct insurable limits for the Insured, as Capstone Safety/Cumberland Insurance Group had done in 2009 for its Insured.

At every Renewal of the Insured's Policy new Accord Applications must be submitted to the Insurance Company to update the Insured's Information on new Limits required or additional insurance coverages to be added, or any other changes, etc., to be made to the Renewal Policy. This must be done with consultation with the Insured for proper due diligence and documented in the KK Insurance Agency files. There were other instances throughout the KK Insurance Agency Documentation where the Construction of the Building was listed incorrectly as well as the square footage, which the Insurers prior to National Fire had to point out to KK Insurance Agency to correct these mistakes. Please see the Link below for this information.

https://www.dropbox.com/s/svjmto3tog9ovli/MLP%20PURVI%20DOCUMENT%20PRODUCTION%20OF%20KK%20INSURANCE.pdf?dl=0

The Business Income figure of $221,550 was also listed on the Applications from year to year by KK Insurance Agency, again without careful due diligence, consultation with the Insured for accuracy of the figures, and the result was the Insured's Gross Sales remained the same from year to year. In the KK documentation you will see where after Audits were done by Arch Insurance Company (the prior Insurer for the Property Policy before National Fire), and the Gross Sales figures were noted as $600,000, so there is a big discrepancy again in these numbers. The Accord Applications and other Supplemental Applications were completed by KK Insurance Agency, on behalf of their Insured, Purvi LLC., on 02/26/2016, and prior to the Renewal Policy on 03/10/2016 – 03/10/2017, as $316,000 knowing full well that the prior audits reflected $600,000, and yet the Policy Limit was $221,550.

The quote that KK Insurance Agency received from All Risks Ltd, with the Insurer, National Fire, clearly stated that the most the policy would pay on any Business Income Loss would be $1,000,000 or 35% ($350,000), whichever is lesser, and the Insured would only receive in a pay out 1/6 per month. If KK Insurance Agency had clearly discussed the ramifications of this quote from National Fire with the Insured, the Insured would have asked for a different quote from another Insurance Company better suited to protect the Business Income accurately. There are no notes or written correspondence from KK Insurance Agency that they discussed and explained in detail any of this information with the Insured, so the Insured relied on KK Insurance Agency to make the proper choice for them.

Further documentation in the KK Insurance Agency file after the loss showed where the new Insurance Companies were considering the Renewal of this Insured's Policy for the period 03/10/2017 to 03/10/2018, and they requested KK Insurance Agency to increase the Building Property Limits to at least $2,500,000, if they were to consider writing the new Property Policy. Please see KK pages 1711, email exchange between Ana Branco of KK Insurance Agency and Joyce Moscato of FTP Inc., (Wholesale Broker), dated 02/24/2017, and KK pages 1719-1732 dated 02/27/2017.

With respect to the Code Upgrades, the policy has specific language in the Ordinance Law (see pages KK 1409 – 1412), with respect to limitations and exclusions that spell out in detail how much the Insurance Company will pay in the event of a loss. Insurance Companies use this type of language in the policy, so there is very little KK Insurance Agency and National Fire can do to have the claim pay out higher then what has already been paid to the Insured. Therefore the amount still due the Insured is $1,357,699.40 for the Building Replacement Cost at 100% and for Business Income $299,578, or a total of $1,657,277.40.

OPINIONS AND CONCLUSION:

An Insurance Company and Insurance Agency have duties and responsibilities to advise its client, Insured and policyholder, in a timely and professional manner, what Insurance Coverages and Policy Limits are needed and required on the Policy at every Renewal, and to be certain its clients are insured correctly. Furthermore, the Insurance Agency should review the Application with the Insured at every Renewal to update any increase in Property Limits, and make any other changes as necessary, prior to sending it to the Insurance Company. All the notes of conversations between the Insured and the Insurance Agency, the Insurance Agency and the Insurance Company must be kept in the files of the Insurance Agency and Insurance Company, and once the Policy is issued by the Insurance Company, it must be again reviewed by the Insurance Agency and the Insured, to confirm the accuracy of the Limits and Coverages of the New or Renewal Policy. The Agent and Insurance Company made errors & omissions on the policy it issued to its client and Insured, Purvi LLC, T/A The Lincoln Motel, in this case. The Clients/Insureds are relying on the Insurance expertise of its Agent and Insurance Company, to advise them appropriately, and it was not done. Based on the documents and evidence presented to me to date, Errors & Omissions occurred by KK Insurance Agency LLC., and National Fire & Marine Insurance Company. The Agent, KK Insurance Agency LLC., and the Insurance Company, are a direct cause for the policy not paying the full Replacement Costs associated with the claim on the Building and Business Income dated 05/14/2016 to its Insured.

The above opinions are stated within a reasonable degree of professional certainty. I reserve the right to amend or modify these opinions based upon additional information received.

Sincerely,

Edward R. Santos

EDWARD R. SANTOS

EXHIBIT FF

Edward R. Santos

Summary:

A reinsurance broker with 35 years experience in the insurance and reinsurance industries, with special emphasis on treaty and facultative reinsurance; exhibits thorough knowledge of insurance and reinsurance concepts and terms for placing new and existing clients with appropriate reinsurance programs, including domestic and international travel; adept at preparation of placement slips, cover notes, drafts and amendments for client contracts, as well as establishing and maintaining client, reinsurer, and internal company relationships, leading teams of brokers, and managing time and expenses for profitable results; also fluent in Spanish

Employment Accomplishments:

2003 to Present

Senior Vice President
Gill and Roeser, Inc., New York, NY

- Retained by Exporters Insurance Company, a 25-year-old specialist political risk and export credit insurance company with domestic and international offices, to assist with finding a suitable insurer with whom they could enter a modified MGA agreement; in turn, placed them with QBE, who purchased the renewal rights of Exporters' book of business and hired key staff to manage the Exporters business at QBE
- Completed the financial guaranty insurance wrap with an S&P AAA-rated insurer for Accent Capital Corporation, L.L.C., a CAPCO venture capital fund based in Austin, TX, who raised $200 million from insurance investors for the first-ever Texas CAPCO program
- Obtained the agreement to conduct a consulting assignment for the start-up of a new captive insurer on behalf of Complete Film Corporation, L.L.C., with insurance lines dedicated to the film industry, including completion bonds, cast and negative, and GAP
- Responsible for production, managing, and servicing of business, specializing in the areas of credit, political risk, surety, and financial lines
- Provides consulting services to firms seeking to establish credit and political risk underwriting operations and other niche insurance areas

1999 to 2003

Senior Vice President
Towers Perrin Reinsurance Intermediary, Philadelphia, PA

- Worked with a team of specialists in the field of trade credit and political risks to win the business of the World Energy Council (WEC), then organized a working partnership with the Multilateral Investment Guaranty Agency of Washington, D.C. and WEC for new business in political risk insurance lines
- Produced and placed a domestic trade credit reinsurance treaty for Dexta Corporation, Ltd., an Australian-based MGA, which then used COFACE, one of France's largest credit insurance providers and an S&P AA-rated company, as their issuing paper, securing four renewals before COFACE purchased the company

Edward R. Santos

- Placed GE Frankona RE's retro reinsurance protections for political risk, trade credit, and surety business with an S&P AAA-rated reinsurer for this Munich, Germany-based operation
- Developed and placed a surety reinsurance treaty for Bond Support Ltd., a United Kingdom-based MGA specializing in financial-type bonds for the banking industry, as well as arranged an S&P AAA-rated insurance carrier for the MGA to act as their fronting company (total capacity was 10 million pounds per bond)

1990 to 1999

President
Arthur J. Gallagher Treaty Intermediaries, Inc., New York, NY

- Placed the first health reinsurance treaty for Bamerindus Seguros of Curitiba, Brazil, the third largest insurer and bank in that country
- Assisted in developing a domestic and export credit insurance division for FAI Insurances of Sydney, Australia, a multi-line insurer, working with a consultant from a major European credit insurer to prepare a feasibility study and business plan for the insurance operation; also placed a reinsurance treaty with a world-wide panel of reinsurers who permitted FAI Insurances to underwrite up to $25 million per risk
- Retained as reinsurance broker for People's Insurance Company of Singapore, a large multi-line insurer, to start up the first private market credit and political risk insurance operation in the Far East, initially placing a combination credit and political risk treaty with a number of leading reinsurers, then subsequently extending the treaty to include surety bonds and significantly expanding the treaty capacity
- Responsible for production, managing, and servicing of reinsurance business, specializing in areas of credit, political risk, surety, and financial lines
- Provided consulting services for firms seeking to establish credit and political risk underwriting operations and other niche areas of the insurance industry

1987 to 1990

Vice President
Thomas A. Greene and Company, New York, NY

- Worked with reinsurance clients in the field of political risk and export credit insurance for companies such as Pan Financial Insurance Company and Crum and Forster/ North River Insurance Company
- Managed production and marketing of reinsurance treaties for political risks, as well as domestic and export credit risks for this wholly-owned subsidiary of Alexander and Alexander, which was purchased by Aon

Edward R. Santos

1983 to 1987

Account Executive/ Vice President
John F. Sullivan Company/ Fred S. James and Company, New York, NY

- Worked with reinsurance clients in the field of political risk and export credit insurance for companies such as Crum and Forster/ North River Insurance Company, Cigna, Chubb Group, Pool D'Assurances Des Risques International/ Unistrat, and Sirius International Corp.
- Promoted to position in financial products department of parent company, wherein specialized in political risks and export credit reinsurance, serving in both treaty and facultative capacities
- As reinsurance intermediary, assisted with placing property and casualty treaties and developing credit and political risk activities for firm

1975 to 1982

Insurance Agent
Sentry Insurance Group, Morristown, NJ

- Trained and worked in insurance underwriting, claims, loss control, and sales
- Led production, marketing, and management of all lines of domestic insurance for this property, casualty, life, and health insurance for their New York region

Employment Responsibilities:

- Oversee production and maintenance of professional reinsurance programs for current and prospective clients while designing new programs to satisfy specific clients' needs
- Lead team of brokers to ensure proper training, duty assignments, and understanding of company guidelines and expectations, then monitor their progress and provide performance feedback and assessments and communicate observations to management
- Sustain on-going client and market relationships, as well as acquire new clients through establishing solid relationships via entertaining, holding meetings, and exhibiting professional skills for domestic and international clients
- Maintain comprehensive knowledge of reinsurer product lines, capacities, approvals, and criteria, along with company's market information and legal departments, in order to properly assess and place reinsurance risks
- Adhere to company procedures and professional standards to minimize potential for errors and omissions incidents
- Produce revenue and maximize company profits through gaining new clients and managing time, expenses, and services when working with all clients
- Ensure timely production of appropriate account and program documents
- Monitor client accounts and respond to client inquiries and concerns, resolving any arising issues promptly and effectively within company guidelines
- Update management on a regular basis and upon request

Edward R. Santos

Education/ Licenses:

1975	Bachelor of Science, Double Major in Business Management and Marketing Montclair State University, Montclair, NJ
1976 to Present	New York State Property and Casualty Insurance Broker's License License #746131
2007 to Present	New Jersey Insurance Producer License, Property and Casualty License #1100550

Publications:

August, 2005	"Stakes Raised for Political Risk Coverage" National Underwriter: Buyer's Report
March/ April, 2003	"Politically Risky Business" Northeast Export: The Magazine for New England Companies Engaged in World Trade
October, 1993	"Credit and Political Risk- Time for Another Look by Reinsurers?" Global Reinsurance: North American Insurance and Reinsurance Special Edition

EXHIBIT GG

The Insurance Doctor, Inc.

704 Lakeside Drive, Southampton, PA 18966
Office 609-385-9446 * Fax 609-957-5645 * Toll Free 1-800-969-6851 * WWW.InsuranceDoctorAdjuster.com
info@propertylossadvisors.com

Contract Date: 5/15/16

PUBLIC ADJUSTER CONTRACT

6% RCV

The undersigned "insured" hereby retains The Insurance Doctor Inc. ("Public Adjuster") to advise and assist in the adjustment of the insurance claim arising from loss at 2277 Lincoln Highw which occurred on or about the 15 day of May 2016. The insured agrees to pay the Public adjuster for such services a contingent fee of 6% of the amount paid by the insurance company for this loss. The contingent fee of the Public Adjuster shall be due from each draft or check issued by the insurance company in the percentage listed in this contract. In addition to the contingent fee, and if the insured agrees in advance, the insured will reimburse the Public Adjuster for extraordinary expenses above and beyond the normal costs of doing business, such as expert witness fees and expenses, engineer and inspection fees. Insured: by signing this contract you request and authorize your insurer to add the Public Adjuster as an additional payee on all drafts or checks pertaining to this loss. This agreement contains the entire contract between the parties and may not be changed, altered or amended in any form. The insured has a right to rescind (cancel) this contract for any reason whatsoever within three (3) CALENDAR days after the execution date of the contract by completing the Notice of Rescission/Cancellation on page 2.

DISCLOSURES REQUIRED BY ACT 21 OF 2012

The parties to this contract hereby acknowledge the following by initialing where indicated and signing below:

The insured has the right to rescind this contract within THREE CALENDAR DAYS after signature.

6% V.P public adjuster [initials] insured

The fees charged by the public adjuster for services will be 6 % of the amount paid by the insurer for the loss and will be paid from the claim proceeds and not in addition to the payments made by the insurer.

V-P public adjuster [initials] insured

The public adjuster will provide the insured a copy of the estimate or report of losses and, upon the insured's request; the public adjuster will provide copies of any supporting documentation the public adjuster sends to the insurer.

V.P public adjuster [initials] insured

The public adjuster is not a representative or an employee of the insurer. The public adjuster is an independent licensee of the Insurance Department.

V-P public adjuster [initials] insured

By signing below, the parties agree to the terms stipulated in this contract:

V.P.Patel
Public Adjuster's Signature

[signature]
Insured's Signature

Vishal Patel
Public Adjuster's Name and License Number

Judy Panwala
Insured's Name

Address

City State Zip

EXHIBIT
PENGAD 800-631-6989
Purvi-28
RC 11/21/18

The Insurance Doctor, Inc.

704 Lakeside Drive, Southampton, PA 18966
Office 609-385-9446 * Fax 609-957-5645 * Toll Free 1-800-969-6851 * WWW.InsuranceDoctorAdjuster.com
info@propertylossadvisors.com

NOTICE OF RIGHT TO RESCIND OR CANCEL

You, the insured, may rescind (cancel) this contract at any time prior to midnight on the THIRD (3rd) calendar day after the execution date of this contract. If you exercise your right to cancel this contract, you will be liable for reasonable and necessary emergency out-of-pocket expenses or services which were paid for or incurred by the public adjuster to protect your interests during the period preceding cancellation. You should also provide notice of this contract termination promptly to your insurance company.

If you cancel this contract, anything of value given by you under the contract will be returned to you within fifteen (15) business days following the receipt by the public adjuster of your cancellation notice, and any security interest arising out of the contract will be cancelled. To cancel this contract, mail, fax or deliver in person a signed and dated copy of the following notice or any other written notice indicating your intent to cancel and the date thereof to The Insurance Doctor Inc. at 704 Lakeside Drive, Southampton PA 18966 not later than midnight of ______________.

NOTICE OF RESCISSION/CANCELLATION OF CONTRACT

I hereby rescind and cancel this contract.

____

Insured's Signature

____

Date

The Insurance Doctor, Inc.

704 Lakeside Drive, Southampton, PA 18966
Office 609-385-9446 * Fax 609-957-5645 * Toll Free 1-800-969-6851 * WWW.InsuranceDoctorAdjuster.com
info@propertylossadvisors.com

DISCLOSURE OF ADDITIONAL COMPENSATION AND/OR FINANCIAL INTEREST

(COMPLETE IF APPLICABLE—IF NOT, INSERT "DOES NOT APPLY" BELOW)

The Public Adjuster hereby discloses and, by signing this contract, the insured hereby agrees to the public adjuster's receipt of compensation, commission or other things of value from the following person(s) engaged in the business of salvage, repair, replacement, renovation or demolition of damaged property:

____

____

____

The Public Adjuster hereby discloses that he or she has a direct or indirect financial interest in the following persons or entities that may be involved in providing services in conjunction with an aspect of the insured's loss:

____

____

____

_____ Public adjuster initials ______ Insured initials

The Insurance Doctor, Inc.

We have the Operation to
MAXIMIZE your Insurance Claims

Limited Power of Attorney

Known all men by these present, that I (we) do hereby constitute and appoint The Insurance Doctor, Inc. My true and lawful attorney, for me and in my name, to endorse all checks, drafts, & paperwork from National Fire & Marine insurance company; for or in settlement of the claim arising from a loss dated 5/15/16, which was adjusted by The Insurance Doctor Inc. and in which I am a co-payee. I hereby acknowledge that the above is my voluntary act and deed.

[signature]
Signature

Judy Pankawich
Print Name

Signature

Print Name

Witnessed By:

V. P. Patel
Signature

Vishal Patel
Print Name

704 Lakeside Drive, Southampton, PA 18966
Office 609-385-9446 * Fax 609-957-5645 * Toll Free 1-800-969-6851 * WWW.InsuranceDoctorAdjuster.com
info@propertylossadvisors.com

EXHIBIT HH

Radical Renovations LLC

Dream, Design, Build

1189 Draymore Ct,
Hummelstown a. 17036
HIC #: PA107506
Phone: 610-504-9611
Email: eric@radicalrenovationsllc.com

Project Number	1055		
Date	1/12/2017	RR Rep	Dan Hahn
Job Name	Lincoln Motel	Job Address	2277 Lincoln Hwy Feasterville-Treavose, Pa 19053
Customer Name	Purvi Panawala	Customer Address	
Phone Number	215-413-1754	Email Address	purvipanwala1@gmail.com

Description of services: All work will be completed as outlined in the following page(s)

Demo and Job Site Clean-Up:

- Clean trash and tires surrounding property to satisfy public safety and housing code violations
- Remove all trip hazards
- Fill in all pot holes with standing water with crushed gravel
- Paint temporary plywood over windows to match building colors
- Remove and dispose all remaining electrical, plumbing and interior walls, drywall, wood furring strips and steel door frames as per local building code requirements
- **Maintain exterior of building and property during course of RRLLC's contracted work for 16 weeks 5hours per week to keep property in compliance with the Housing Code Administrator**
- Equipment Rentals-High reach with forks for second floor material loading, loader with forks for unloading truck delivery's and trash removal. Loader with bucket to grade parking lot
- Orange perimeter fence along road side

Notes: Exclusions-*Dumpsters shall be provided and billed on an as needed basis and is not included in this contract*

Cost: $17,260.00

Framing: All work shall be done per Bensalem Townships Building Codes and Standards

- Install 3 5/8" 20 gage studs and track on all unit ceilings on first floor
- Install 7/8" Hat Channel on all unit ceilings on second floor
- Install 3 5/8" 20 gauge studs and track for unit interior walls
- Install a pipe chase over the entry door of all first-floor units
- Install a knee wall under unit vanities for pipe chase
- Install drywall suspension grid for the foyer ceiling
- Install 1 ½" Z Furring on wood exterior walls

Cost: $81,600.00

EXHIBIT
Purvi-34
RC 11/21/18
PENGAD 800-631-6989

Radical Renovations LLC

Dream, Design, Build

1189 Draymore,

Hummelstown a. 17036

HIC #: PA107506

Phone: 610-504-9611

Email: eric@radicalrenovationsllc.com

Description of services continued from previous page:

Doors: All work and materials shall be done per Bensalem Townships Building Codes and Standards

Locksets not included on quote Frames drilled and tapped for closers 1 Delivery included. Material to be skidded

Non Rated doors and frames: 41-SGL DW 16 WH 4 578 3070 CRS KD (ASA; Labor dimple face dw frm) 41-3070 1-3/4" WD COM SS NBRC F PC UNFIN 5 (BCL/L) 3/0 x 7/0 rotary natural birch unfinished, particle core, hinge routed, bored for lockset

123-Hinges ECBB1100 4 1/2 x 1/2 US26D #075048 41-Stop WB26 US32D

90 minute rated doors and frames: 41-SGL K 16 WH 4 1314 3070 CRS KD (ASA; Labor Reinf&Tap Holes PACloser) 41-3070 1-3/4 WD WH COM SC 90PP NBRC F FD UNFIN 5 (BCL/L) 3/0 x 7/0 rotary natural birch unfinished, hinge routed and bored for lockset and door viewer. Prepped for card lock (T.B.D.) Fire rated mineral core, 90 minute positive pressure rated. 123 Hinges ECBB1100 4 1/2 x 4 1/2 NRP US26D #075049 41-Closer 7414 ARP COV SNB1 689 41-DoorVelwer ULDV200 41-Stop WB26 US32D

Stage* 82 frames, 82 doors and 41 closers to locations for install. Install 82 metal frames (41 : 4,7/8" knock down and 41 : 12,1/4" knock down). 41 of these frames will be on the first floor and 41 will be on the second floor. Install 82 unfinished wood 3070 doors. 41 will be on the first floor and 41 will be on the second floor. Install closers on 41, 90 minute fire rated 3070 wood doors using through bolts to install them.

Notes: Card readers and hardware provided and installed by owners.

Cost: $77,403.58

Drywall:

All drywall to be 5/8" type X

Install drywall on walls and ceilings of all units

Type X drywall installed on the inside of the bathroom pipe chase

Install water resistant drywall on walls only of unit bathrooms (no drywall on ceilings)

Install gypsum tile backer board at tub surround

Install drywall on walls only in the corridors

Install drywall on foyer walls and ceiling

No drywall included in the stairwells, reception walls, office walls, office bathroom, corridor bathroom, laundry Room, Utility Room and Pantry

Cost: $110,200.00

Acoustical Ceilings:

Install 2x2 flat ceilings tiles in 1st and 2nd floor corridors

Install 2x2 Grid Stone ceiling tiles in unit bathrooms

15/16" White suspension grid installed with #12 hanger wire in all ACT areas

Cost: $22,800.00

Radical Renovations LLC

Dream, Design, Build

1189 Draymore,

Hummelstown a. 17036

HIC #: PA107506

Phone: 610-504-9611

Email: eric@radicalrenovationsllc.com

Description of services continued from previous page:

Scissors Jack Rental

Cost: $4,600.00

Plumbing: All work shall be done per Bensalem Townships Building Codes and Standards

Waste Water Piping: Arrange for all required permit related inspections

- Supply and install appropriately sized PVC waste water piping to each fixture as per specifications on provided print
- Relocate drain linens as needed to accommodate new ceiling layout
- Properly vent all bathroom sinks as needed

Fresh Water Piping: Provide and arrange for all required permit related inspections

- Supply hot and cold PEX plastic water piping as required to each fixture as per provided print or as needed
- Supply and install new shut-off valves on all toilets, sinks, shower stalls, tub/shower unit and roman tubs
- Provide and install toilets, shower stall rough-in valves and trims, tub/shower rough-in valves and trims, sink faucets only and roman tub faucets and trim kits.

*Exclusions: Vanity tops, sinks, roman tubs and water heaters

Bathroom Ventilation Systems:

- Provide and install exhaust fans in each unit bathrooms to the existing central duct that goes to the roof
- Repair and seal existing venting ducting as needed

Cost: $82,400.00

HVAC:

- Repair heat register and related ducting as needed in each unit bathroom
- Alter supply air plenum to distribute air more efficiently
- Install a fresh air intake sized as needed to satisfy code for fresh air to structure
- Insulate new ducting at Air Handler location

Note: System shall be repaired to current configuration. Flex duct shall be used to connect to register boots and not fire dampers shall be installed.

Cost: $3,360.00

Electrical: Electrical contractor will provide all labor and material unless otherwise noted below.

- 15- "King rooms" on the first floor and 8- "King rooms" on the second floor. Each room will get a USB/receptacle to the left and right of the bed, a receptacle for the PTAC unit, receptacle at the desk, receptacle for the T.V., receptacle at the luggage bench, receptacle for the Fridge and Microwave, GFCI at the vanity, a switch and customer supplied light at the Vanity, switches and customer supplied sconces on either side of the bed, switch and customer supplied surface mount light above desk area, switch in bathroom for customer supplied light and exhaust fan and a switch for customer supplied surface mount light at the entry.

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Description of services continued from previous page:

2- "Double Queen rooms" on the second floor. Each room will get a USB/receptacle to the left and right of the bed, a receptacle for the PTAC unit, receptacle at the table area, receptacle for the T.V., receptacle to the left of T.V., receptacle for the Fridge and Microwave, GFCI at the vanity, a switch and customer supplied light at the Vanity, switches and customer supplied sconces on either side of the bed, switch in bathroom for customer supplied light and exhaust fan and a switch for customer supplied surface mount light at the entry.

2- "Double Queen suites" on the first floor and 2- "Double Queen suites" on second floor. Each room will get a USB/receptacle to the left and right of the bed, a receptacle for the PTAC unit, receptacle at the table area, receptacle for the T.V., receptacle at the desk, receptacle for the Fridge and Microwave, GFCI at the vanity, a switch and customer supplied light at the Vanity, switch and customer supplied sconce in between the beds, switch and customer supplied surface mount light above desk area, switch in bathroom for customer supplied light and exhaust fan, a switch for customer supplied surface mount light at the entry and wire customer supplied fireplace.

E/C- Will wire 1- "King suite" on the first floor and 8- "King suites" on second floor. Each room will get a USB/receptacle to the left and right of the bed, a receptacle for the PTAC unit, receptacle at the table area, receptacle for the T.V., receptacle at the desk, receptacle for the Fridge and Microwave, GFCI at the vanity, a switch and customer supplied light at the Vanity, switch and customer supplied sconce in between the beds, switch and customer supplied surface mount light above desk area, switch in bathroom for customer supplied light and exhaust fan, a switch for customer supplied surface mount light at the entry and wire customer supplied fireplace.

2- "handicap King rooms" on the first floor. Each room will get a USB/receptacle to the left and right of the bed, a receptacle for the PTAC unit, receptacle at the desk, receptacle for the T.V., receptacle to the right of T.V., receptacle for the Fridge and Microwave, GFCI in the bathroom, switches and customer supplied sconces on either side of the bed, switch in bathroom for customer supplied vanity light and exhaust fan and a switch for customer supplied surface mount light at the entry.

Run lines and wire 2- heaters on the first-floor hall and 2- heaters on the second-floor hall. Heaters supplied by others.

Run lines and wire 22- customer supplied 2x2 LED lights and 12- customer supplied sconces in the hall on the first and second floor.

Run lines and wire 29- customer supplied recessed lights in the front reception area.

Emergency exit signs and emergency lights in hallways and common areas.

4-new electrical panels on the first and second floor. E/C- Will provide temporary lighting and receptacles for use during construction.

Notes:

OPTIONAL- E/C- Will purchase and install 40- USB cables in 40-rooms, from the T.V. to a USB jack in the wall, for customers to control the T.V. through a laptop or smart device. $2,500 not included in final price.

Exclusions: Phone lines to each unit room

Cost: $108,000.00

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Description of services continued from previous page:

Insulation: Provide and install proper insulation to meet current building codes

- R-38 FSK-faced batts, 12" thick, at ceiling of lobby
- R-19 Kraft-faced batts, 6" thick in all framed exterior walls
- Firestop (Hilt FS-1) and/or mineral wool at all interior wall penetrations of 6" or less

Cost: $8,160.00

Concrete and Block Patches:

- Cut out and replace all damaged block work around doorways
- Replace damaged block in all wall penetrations
- Repair specified holes in concrete flooring

Cost: $9,200.00

Trim:

- Install 6" crown and 6" baseboard trim in all 40 room units
- Install trim as needed for rooms with fire places
- Install shelving and rods for clothes hanging areas

Cost: $18,240.00

Materials:

- Plumbing fixtures to include- toilets and seats, tub/shower bases (rough-in valves, trim kits), ADA shower bases (rough-in valves and trim kits) and sink faucets
- Moldings: baseboard and crown
- Shelving and rods for clothes hanging

Cost: $120,000.00

Project Management Fees:

- Job site supervision of all sub-contractors listed above
- Job site meeting with owners, designers and township code enforcement officers

Cost: $48,000.00

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Description of services continued from previous page:

Total Project Cost	$728,983.58
Estimated Time	5-6months

Terms are set as follows: 25% down, 25% due at the start of the project, 25% due upon completion of , 15% due upon completion of, 10% due upon completion of project .

Project will begin approximately ______ days after this contract is executed with an approximate end date ________ weeks from the date this contract has been executed. **A down payment of 25% of the "Total Project Cost" is expected at the time this contract is executed. Please note any "special Order" item(s) contained in the above quote.**

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Dream, Design, Build

1189 Draymore,
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Terms and Conditions

The following terms and conditions are set in place to protect all parties involved should the need arise. Radical Renovations, LLC will supply, install, and construct all of the previously specified items in the contract.

All work will be constructed in accordance with local codes. If codes change during the course of a project that differ from what is listed in the signed contract, Radical Renovations, LLC will follow the local code. If a change results in additional cost due to code changes, it is the responsibility of the client to cover the cost of the changes. Changes to the contract will appear on a change order and must be signed by the client and a representative of Radical Renovations, LLC.

Payments will be made by the client to Radical Renovations, LLC as specified in the contract. If at any time during the project Radical Renovations, LLC does not receive a payment for the amount specified in the contract, Radical Renovations, LLC retains the right to stop the project until payment is received. If the project must be stopped for reason of non-payment or if the client requests an unscheduled stop of work, Radical Renovations, LLC will assess an additional $250.00 charge before work will begin again. If at any time during or after the project, payment is not received, Radical Renovations, LLC will exercise the right to remove all materials that were not paid for. In the case of non-payment, Radical Renovations, LLC also has the right to file for a judgment, lien, or sheriff's lien against the client for compensation owed and 1.5% of the amount owed for every 30 days past due.

Unless a change order has been properly executed, the total cost billed for the project shall not exceed 10% above the dollar value indicated in the previous section "Description of Services".

RIGHT OF RESCISSION: You, the client, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached "Notice of Cancellation" form for an explanation of this right.

Radical
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Dream, Design, Build

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Hummelstown a. 17036
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Warranty

Warranty coverage specifications;

Warranty effective date:

Warranties are issued to the Client and are none transferable.

Flooring products may carry a manufacturer's warranty: Radical Renovations will warranty any problems that were a direct result of improper installation for one year from the above specified date. Radical Renovations will warranty all adhesive and thin set products for one year from above specified date.

Radical Renovations will warranty all construction work for one year from the warranty effective date. This warranty covers product and construction. Product warranties from manufacturers are extended to client and will be honored. If product warranty extends past the expiration date of the warranty from Radical Renovations then the manufacturer's warranty applies only to the damaged parts. Labor to replace the product will be billed to the client at the current hourly rate. It is the client's responsibility to claim reimbursement from the manufacturer.

Pressure treated lumber and exotic woods: Due to the nature of these building materials Radical Renovations cannot warranty these products after product installation.

Warranty only covers problems that are a direct result of product failure due to installation issues. These issues will be determined at the time a representative comes to the job site. Radical Renovations does not warranty any damages or problems that occur due to normal wear and tear, strenuous conditions outside the normal tolerances for the product and installation, and product failure due to construction related problems that are outside our scope of work on the project. This will be determined by a representative from Radical Renovations. If the client wishes to contract another contractor to do said repairs Radical Renovations LLC will not be held accountable for payment unless signed off on by one of the co-operate officers from Radical Renovations. If a third party is requested Radical Renovations retains the right to select and contract out the third party representative. If the third party finds no fault with Radical Renovations then client becomes liable for all expenses that Radical Renovations LLC absorbed to resolve matter. Payment will be required upon delivery of invoice.

By signing I________________________________ (client) agree to the above contract, warranty, and terms and conditions. By signing this becomes legally binding.

Client Signature: ____ Date_____\_____\\2017

Radical Renovations Rep: ____ Date_____\_____\\2017

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Radical
Renovations LLC

Dream, Design, Build

1189 Draymore,
Hummelstown a. 17036
HIC#: PA107506
Phone: 610-504-9611
Email: eric@radicalrenovationsllc.com

Arbitration Notice

ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO ALL PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS AND EXPENSES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN HOME IMPROVEMENT AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENAT JUSISDICTION.

NOTICE OF CANCELLATION

DATE OF EXECUTION OF CONTRACT: ________________

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by the contractor/seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the contractor/seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the contractor/seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make goods available to the contractor/seller and the contractor/seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the contractor/seller, or if you agree to return the goods to the contractor/seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Radical Renovations, LLC at 1189 Draymore Court, Hummelstown, PA 17036 not later than midnight of ________________.

I hereby cancel this transaction.

________________ ________________________________

Date Signature of Client

****

________________ ________________________________

Date Client's Name (Printed)

____

Client's Signature

________________ ________________________________

Date Representative of Radical Renovations, LLC (Printed)

____

Representative of Radical Renovations, LLC Signature

RR Radical Renovations LLC

Dream, Design, Build

1189 Draymore Ct,
Hummelstown a. 17036
HIC #: PA107506
Phone: 610-504-9611
Email: eric@radicalrenovationsllc.com

Project Number	1055		
Date	2/10/2017	RR Rep	Dan Hahn
Job Name	Lincoln Motel	Job Address	2277 Lincoln Hwy Feasterville-Treavose, Pa 19053
Customer Name	James Markarian	Customer Address	
Phone Number	617-803-9106	Email Address	jim@themsrkarians.com

Description of services: All work will be completed as outlined in the following page(s)

Demo and Job Site Clean-Up:

- Clean trash and tires surrounding property to satisfy public safety and housing code violations
- Remove all trip hazards
- Fill in all pot holes with standing water with crushed gravel
- Paint temporary plywood over windows to match building colors
- Remove and dispose all remaining electrical, plumbing and interior walls, drywall, wood furring strips and steel door frames as per local building code requirements
- **Maintain exterior of building and property during course of RRLLC's contracted work for 16 weeks 5hours per week to keep property in compliance with the Housing Code Administrator**
- Equipment Rentals-High reach with forks for second floor material loading, loader with forks for unloading truck delivery's and trash removal. Loader with bucket to grade parking lot
- Time to grade parking lot as per township
- Hours already put in for helping moving furniture, loading trucks, etc.
- Install and maintain orange perimeter fence along road side for duration of RRLLC construction

Notes: Exclusions-*Dumpsters shall be provided and billed on an as needed basis and is not included in this contract and gravel will be purchased and billed in addition to this contract*

Cost: $20,710.00 ($6,900 demo, $3,600 backhoe equipment fee, $2,560 additional rentals, $650.00 fencing, $7,000.00 Labor for parking lot, clean up, moving furniture and beds, meeting with people to take furniture, and maintenance labor)

- Demo tile/thin set in 3900sf first floor rooms and lobby. Demo tile/thinset in designated rooms in second floor

Cost: $5,940.00

Vanity panels:

Manufacture panels for vanities @ 40.00each

Cost: $3,200.00

Installation of panels $15.00 per pane

Cost: $1,200.00

EXHIBIT Purvi-35 11/21/18 PENGAD 800-631-6989

Radical Renovations LLC
Dream, Design, Build.

1189 Draymore,
Hummelstown a. 17036
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Description of services continued from previous page:

Doors: All work and materials shall be done per Bensalem Townships Building Codes and Standards

- Locksets not included on quote Frames drilled and tapped for closers 1 Delivery included. Material to be skidded
- Non Rated doors and frames: 40-SGL DW 16 WH 4 578 3070 CRS KD (ASA; Labor dimple face dw frm) 41-3070 1-3/4" WD COM SS NBRC F PC UNFIN 5 (BCL/L) 3/0 x 7/0 rotary natural birch unfinished, particle core, hinge routed, bored for lockset 123 Hinges ECBB1100 4 1/2 x 1/2 US26D #075048 41-Stop WB26 US32D
- 90 minute rated doors and frames: 40-SGL K 16 WH 4 1314 3070 CRS KD (ASA; Labor Reinf&Tap Holes PACloser) 41-3070 1-3/4 WD WH COM SC 90PP NBRC F FD UNFIN 5 (BCL/L) 3/0 x 7/0 rotary natural birch unfinished, hinge routed and bored for lockset and door viewer. Prepped for card lock (T.B.D.) Fire rated mineral core , 90 minute positive pressure rated. 123 Hinges ECBB1100 4 1/2 x 4 1/2 NRP US26D #075049 41-Closer 7414 ARP COV SNB1 689 41-DoorVeiwer ULDV200 41-Stop WB26 US32D
- Stage* 82 frames, 80 doors and 40 self closing hinges to locations for install. Install 80 metal frames (41 : 4,7/8" knock down and 41 : 12,1/4" knock down). 40 of these frames will be on the first floor and 40 will be on the second floor. Install 80 unfinished wood 3070 doors. 40 will be on the first floor and 40 will be on the second floor. Install closers on 40, 90 minute fire rated 3070 wood doors using through bolts to install them.
- Order doors prefinished in "DARK BROWN"

Notes: Card readers and hardware provided and installed by owners.

Cost: $86,653.58

Drywall:

- All drywall to be 5/8" type X
- Install drywall on walls and ceilings of all units excludes 2nd floor ceilings
- Type X drywall installed on the inside of the bathroom pipe chase
- Install water resistant drywall on walls only of unit bathrooms (no drywall on ceilings)
- Install gypsum tile backer board at tub surround
- Install drywall on walls only in the corridors
- Install drywall on foyer walls and ceiling
- Patch popcorn ceilings on 2nd floor

Notes: No drywall included in the stairwells, reception walls, office walls, office bathroom, corridor bathroom, laundry Room, Utility Room and Pantry

Cost: $110,200.00

Acoustical Ceilings:

- Install 2x2 flat ceilings tiles in 1st and 2nd floor corridors
- Install 2x2 Grid Stone ceiling tiles in unit bathrooms
- 15/16" White suspension grid installed with #12 hanger wire in all ACT areas

Cost: $22,800.00

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Description of services continued from previous page:

Scissors Jack Rental: Cost: $4,600.00

Plumbing: All work shall be done per Bensalem Townships Building Codes and Standards

Waste Water Piping: Arrange for all required permit related inspections

- Supply and install appropriately sized PVC waste water piping to each fixture as per specifications on provided print
- Relocate drain linens as needed to accommodate new ceiling layout
- Properly vent all bathroom sinks as needed

Fresh Water Piping: Provide and arrange for all required permit related inspections

- Supply hot and cold PEX plastic water piping as required to each fixture as per provided print or as needed
- Supply and install new shut-off valves on all toilets, sinks, shower stalls, tub/shower unit and roman tubs
- Provide and install toilets, shower stall rough-in valves and trims, tub/shower rough-in valves and trims, sink faucets only and roman tub faucets and trim kits.

Notes: Exclusions-Vanity tops, sinks, roman tubs and water heaters

Bathroom Ventilation Systems:

- Provide and install exhaust fans in each unit bathrooms to the existing central duct that goes to the roof
- Repair and seal existing venting ducting as needed

Cost: $82,400.00

Add floor drains for Jacuzzi rooms (requires jack hammering floor): $400.00 each=$1,600.00 total

HVAC:

- Repair heat register and related ducting as needed in each unit bathroom
- Alter supply air plenum to distribute air more efficiently
- Install a fresh air intake sized as needed to satisfy code for fresh air to structure
- Insulate new ducting at Air Handler location

Note: System shall be repaired to current configuration. Flex duct shall be used to connect to register boots and not fire dampers shall be installed.

Cost: $3,360.00

Electrical: Electrical contractor will provide all labor and material unless otherwise noted below.

- 15- "King rooms" on the first floor and 8- "King rooms" on the second floor. Each room will get a USB/receptacle to the left and right of the bed, a receptacle for the PTAC unit, receptacle at the desk, receptacle for the T.V., receptacle at the luggage bench, receptacle for the Fridge and Microwave, GFCI at the vanity, a switch and customer supplied light at the Vanity, switches and customer supplied sconces on either side of the bed, switch and customer supplied surface mount light above desk area, switch in bathroom for customer supplied light and exhaust fan and a switch for customer supplied surface mount light at the entry.

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Description of services continued from previous page:

- 2- "Double Queen rooms" on the second floor. Each room will get a USB/receptacle to the left and right of the bed, a receptacle for the PTAC unit, receptacle at the table area, receptacle for the T.V., receptacle to the left of T.V., receptacle for the Fridge and Microwave, GFCI at the vanity, a switch and customer supplied light at the Vanity, switches and customer supplied sconces on either side of the bed, switch in bathroom for customer supplied light and exhaust fan and a switch for customer supplied surface mount light at the entry.
- 2- "Double Queen suites" on the first floor and 2- "Double Queen suites" on second floor. Each room will get a USB/ receptacle to the left and right of the bed, a receptacle for the PTAC unit, receptacle at the table area, receptacle for the T.V., receptacle at the desk, receptacle for the Fridge and Microwave, GFCI at the vanity, a switch and customer supplied light at the Vanity, switch and customer supplied sconce in between the beds, switch and customer supplied surface mount light above desk area, switch in bathroom for customer supplied light and exhaust fan, a switch for customer supplied surface mount light at the entry and wire customer supplied fireplace.
- E/C- Will wire 1- "King suite" on the first floor and 8- "King suites" on second floor. Each room will get a USB/receptacle to the left and right of the bed, a receptacle for the PTAC unit, receptacle at the table area, receptacle for the T.V., receptacle at the desk, receptacle for the Fridge and Microwave, GFCI at the vanity, a switch and customer supplied light at the Vanity, switch and customer supplied sconce in between the beds, switch and customer supplied surface mount light above desk area, switch in bathroom for customer supplied light and exhaust fan, a switch for customer supplied surface mount light at the entry and wire customer supplied fireplace.
- 2- "handicap King rooms" on the first floor. Each room will get a USB/receptacle to the left and right of the bed, a receptacle for the PTAC unit, receptacle at the desk, receptacle for the T.V., receptacle to the right of T.V., receptacle for the Fridge and Microwave, GFCI in the bathroom, switches and customer supplied sconces on either side of the bed, switch in bathroom for customer supplied vanity light and exhaust fan and a switch for customer supplied surface mount light at the entry.
  Run lines and wire 2- heaters on the first-floor hall and 2- heaters on the second-floor hall. Heaters supplied by others.
  Run lines and wire 22- customer supplied 2x2 LED lights and 12- customer supplied sconces in the hall on the first and second floor.
- Run lines and wire 29- customer supplied recessed lights in the front reception area.
- Emergency exit signs and emergency lights in hallways and common areas.
- 4-new electrical panels on the first and second floor. E/C- Will provide temporary lighting and receptacles for use during construction.

Exclusions: Phone lines to each unit room

Notes:

OPTIONAL- E/C- Will purchase and install 40- USB cables in 40-rooms, from the T.V. to a USB jack in the wall, for customers to control the T.V. through a laptop or smart device. $2,500 not included in final price. Voice only lines to rooms add $150.00 per room. $780.00 to change doorway switches in rooms already completed. $960.00 for turning on customers power because Peco would not do it due to customer owning transformer.

Cost: $108,000.00

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Description of services continued from previous page:

Insulation: Provide and install proper insulation to meet current building codes

- R-38 FSK-faced batts, 12" thick, at ceiling of lobby
- R-19 Kraft-faced batts, 6" thick in all framed exterior walls
- Firestop (Hilt FS-1) and/or mineral wool at all interior wall penetrations of 6" or less

Cost: $8,160.00

Concrete and Block Patches:

- Replace damaged block in all wall penetrations
- Repair specified holes in concrete flooring

Cost: $7,200.00

- Cut out and replace all damaged block work around doorways

Cost: $2,000.00

- Fill door frames with block work

Cost: $600.00

Total Cost: $9,800.00

Trim:

- Install 6" crown in bedroom and around fireplace
- Install 1 6" valance per room anchored into ceiling
- Install 2 shelves, 1 hanging bar per room, and 1 cap shelf for closet top

Cost: $18,240.00

Materials:

- Plumbing fixtures to include- toilets and seats, tub/shower bases (rough-in valves, trim kits), ADA shower bases (rough-in valves and trim kits) and sink faucets, bathroom vent fans
- Moldings: 6" crown, valance fasteners, 1x for curtain hangers, fasteners for panels
- Radius curtain rods for showers
- Shelving, cap shelves, and rods for clothes hanging

Cost: $117,902.03

Project Management Fees:

- Job site supervision of all sub-contractors listed above
- Job site meeting with owners, designers and township code enforcement officers

Cost: $48,000.00

RR Radical Renovations LLC

Dream, Design, Build

1189 Draymore,

Hummelstown a. 17036

HIC #: PA107506

Phone: 610-504-9611

Email: eric@radicalrenovationsllc.com

Description of services continued from previous page:

Framing: All work shall be done per Bensalem Townships Building Codes and Standards

- Install 3 5/8" 20 gage studs and track on all unit ceilings on first floor
- Install 7/8" Hat Channel on all walls in rooms and hallways
- Install 3 5/8" 20 gauge studs and track for unit interior walls
- Modify doorways to straighten for metal lathing
- Install drywall suspension grid for the foyer ceiling
- Install 1 ½" Z Furring on wood exterior walls
- Added framing to account for wall changes
- Add 1 Install 7/8" Hat Channel on all unit interior walls and corridor walls

Cost: $81,600.00
Added lobby bump out framing: $1,800.00
Frame Fireplaces: $156.00 each

Total Project Cost	
Estimated Time	

Terms are set as follows: Due to the size of the project and complexity of the project with multiple trades working at one time RRLLC will invoice Client on the 1st and the 15th of the month. This will continue as long as the above work is in progress. Payments will be based on the percentage of completion on those dates and due 5 business days after invoices are received by Client. A down payment of $for materials plus 10% of the balance of the contract for $at the signing and execution of this contract.

Project will begin approximately ______ days after this contract is executed with an approximate end date ________ weeks from the date this contract has been executed. **All Change orders will be paid in full upon approval by Client.**

Radical Renovations LLC

Dream, Design, Build

1189 Draymore,

Hummelstown a. 17036

HIC #: PA107506

Phone: 610-504-9611

Email: eric@radicalrenovationsllc.com

Terms and Conditions

The following terms and conditions are set in place to protect all parties involved should the need arise. Radical Renovations, LLC will supply, install, and construct all of the previously specified items in the contract.

All work will be constructed in accordance with local codes. If codes change during the course of a project that differ from what is listed in the signed contract, Radical Renovations, LLC will follow the local code. If a change results in additional cost due to code changes, it is the responsibility of the client to cover the cost of the changes. Changes to the contract will appear on a change order and must be signed by the client and a representative of Radical Renovations, LLC.

Payments will be made by the client to Radical Renovations, LLC as specified in the contract. If at any time during the project Radical Renovations, LLC does not receive a payment for the amount specified in the contract, Radical Renovations, LLC retains the right to stop the project until payment is received. If the project must be stopped for reason of non-payment or if the client requests an unscheduled stop of work, Radical Renovations, LLC will assess an additional $250.00 charge before work will begin again. If at any time during or after the project, payment is not received, Radical Renovations, LLC will exercise the right to remove all materials that were not paid for. In the case of non-payment, Radical Renovations, LLC also has the right to file for a judgment, lien, or sheriff's lien against the client for compensation owed and 1.5% of the amount owed for every 30 days past due.

Unless a change order has been properly executed, the total cost billed for the project shall not exceed 10% above the dollar value indicated in the previous section "Description of Services".

RIGHT OF RESCISSION: You, the client, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached "Notice of Cancellation" form for an explanation of this right.

Radical Renovations LLC
Dream, Design, Build

1189 Draymore,
Hummelstown a. 17036
HIC #: PA107506
Phone: 610-504-9611
Email: eric@radicalrenovationsllc.com

Warranty

Warranty coverage specifications;

Warranty effective date:

Warranties are issued to the Client and are none transferable.

Flooring products may carry a manufacturer's warranty: Radical Renovations will warranty any problems that were a direct result of improper installation for one year from the above specified date. Radical Renovations will warranty all adhesive and thin set products for one year from above specified date.

Radical Renovations will warranty all construction work for one year from the warranty effective date. This warranty covers product and construction. Product warranties from manufacturers are extended to client and will be honored. If product warranty extends past the expiration date of the warranty from Radical Renovations then the manufacturer's warranty applies only to the damaged parts. Labor to replace the product will be billed to the client at the current hourly rate. It is the client's responsibility to claim reimbursement from the manufacturer.

Pressure treated lumber and exotic woods: Due to the nature of these building materials Radical Renovations cannot warranty these products after product installation.

Warranty only covers problems that are a direct result of product failure due to installation issues. These issues will be determined at the time a representative comes to the job site. Radical Renovations does not warranty any damages or problems that occur due to normal wear and tear, strenuous conditions outside the normal tolerances for the product and installation, and product failure due to construction related problems that are outside our scope of work on the project. This will be determined by a representative from Radical Renovations. If the client wishes to contract another contractor to do said repairs Radical Renovations LLC will not be held accountable for payment unless signed off on by one of the cooperate officers from Radical Renovations. If a third party is requested Radical Renovations retains the right to select and contract out the third party representative. If the third party finds no fault with Radical Renovations then client becomes liable for all expenses that Radical Renovations LLC absorbed to resolve matter. Payment will be required upon delivery of invoice.

By signing I____________________________ (client) agree to the above contract, warranty, and terms and conditions. By signing this becomes legally binding.

Client Signature: ____Date_____\______\\2017

Radical Renovations Rep: _____________________________________Date_____\______\\2017

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Radical Renovations LLC

Dream, Design, Build

1189 Draymore,
Hummelstown a. 17036
HIC #: PA107506
Phone: 610-504-9611
Email: eric@radicalrenovationsllc.com

Arbitration Notice

ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO ALL PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS AND EXPENSES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN HOME IMPROVEMENT AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING, THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENAT JUSISDICTION.

NOTICE OF CANCELLATION

DATE OF EXECUTION OF CONTRACT: _______________

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by the contractor/seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the contractor/seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the contractor/seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make goods available to the contractor/seller and the contractor/seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the contractor/seller, or if you agree to return the goods to the contractor/seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Radical Renovations, LLC at 1189 Draymore Court, Hummelstown, PA 17036 not later than midnight of _______________.

I hereby cancel this transaction.

_______________ _______________

Date Signature of Client

****

_______________ _______________

Date Client's Name (Printed)

____

Client's Signature

_______________ _______________

Date Representative of Radical Renovations, LLC (Printed)

____

Representative of Radical Renovations, LLC Signature

EXHIBIT II

BENSALEM TOWNSHIP

E-MAIL SUBMIT

Building and Planning Department
2400 Byberry Road • Bensalem, PA 19020
Office 215-633-3644 • Fax 215-633-3753

Uniform Construction Code (UCC)
Application For Commercial Building Permits
ELECTRONIC FORMAT ONLY REQUIRED

TAX PARCEL # 02-
Permit #
Date

SUBMIT APPLICATION AND PLANS ON DISC OR VIA EMAIL AT permitcenter@bensalempa.gov

ALL PLANS ARE REQUIRED TO BE SIGNED & SEALED BY A PENNSYLVANIA LICENSED DESIGN PROFESSIONAL

PART I BUILDING PERMIT

Project Name: Lincoln Motel — Lot #:
Street Name & No.: 2277, Lincoln Highway 1 — Suite #:
City: Bensalem — State: P.A. — ZIP: 192020
Project Description: Restoration of fire damaged Motel Building

PART II PROJECT DATA

Existing Use: Existing Motel
Proposed Use: Same as Above

- ☐ **New Structure/Facility**
- ☐ **Addition**
- ☐ **Alteration or Renovation** ▣ **Interior** ☐ **Exterior** ☐ **Both**
- ☐ **Alteration of Land / Regrading / Site Work** ☐ Other:

ESTIMATED TOTAL COST OF ENTIRE PROJECT: $ $1,200,000 PER DANIEL HAHN

NEW Construction (sq. ft./floor)		**Total** Sq. Ft:	
Addition (sq. ft./floor)		**Total** Sq. Ft:	
Renovated (sq. ft./floor)	19,830 (Both floors)	**Total** Sq. Ft:	19,830 (Both floors)

Is this Application Part of an Approved Land Development or Storm Water Management Plan? ☐ YES ▣ NO

1. Bensalem Township Council Decision: ____ Date:
2. Bucks County Conservation District Approval: Date:

PART III PLUMBING

TOTAL NUMBER OF FIXTURES: 128 existing fixtures will be replaced with new

PART IV HVAC

NOTE: **Manufacturers specifications on HVAC units shall be submitted with application.**

TOTAL COST OF HVAC WORK: $ $60,000 PER DANIEL HAHN

PART VI ELECTRICAL PERMIT

Service Type: ☐ **Temporary** — Amps: — Phase: — Volts:
☐ **New Service** — Amps: — Phase: — Volts:

ITEM	QTY	ITEM	QTY
Switches, Receptacles & Lighting	300	Transformer KVA	
Heating & Cooking Equipment K.W.		Motors and/or Generators HP	
TOTAL NUMBER OF METERS:			

APPLICANT CERTIFICATION

As the owner or the authorized agent of the project for which this application is filed, I certify that:

1. The estimated construction cost and all other information provided as part of this application for a building permit is correct.
2. The building or structure described in this application will not be occupied until all known code violations are corrected and a Certificate of Occupancy has been issued by the Department of Building and Planning.
3. This project will be constructed in accordance with the approved drawings and specifications (including any required non-design changes) and the Uniform Construction Code standards as specified in 34 PA Code Chapters 401-405
4. Any changes to the approved documents will be filed with the Department of Building and Planning.
5. If the licensed architect or engineer in responsible charge of this construction should change, then written notice of the change shall be provided to the Department of Building and Planning.
6. When required, up to 20% of the total cost of any work performed on an area of primary function in an existing building will be expanded to provide an accessible route to the area of primary function.
7. No error or omission in either the drawings and specifications or application, whether approved or not, shall permit or relieve me from constructing the work in any manner other than provided for in 34 PA Code Chapters 401-405.

Bensalem Township Application for Building Permit *Page 2 of 2* Permit Number:

Applicant's Name:	Purvi LLC. dba Lincoln Motel
Address:	2277, Lincoln highway 1
City:	Bensalem — State: P.A. — Zip Code: 19020
Phone Number:	215-431-1752 — **Email Address:** judgejudy61@hotmail.com
Date:	Applicant's Signature:

DESIGN PROFESSIONAL	Name:	V.P.Architectural design LLC
	Address:	200, Perrine road Suite # 202
	City:	Old bridge — State: New Jersey
	ZIP Code:	08857 — Phone No. 732-721-8300
In Responsible Charge	License No:	RA402391 — Fax: 732-721-3133
	Email:	

CONTRACTOR LIST

TYPE	NAME ADDRESS	PHONE	License #
General	To Be Selected		
Electrical	To Be Selected		
Plumbing	To Be Selected		
HVAC	To Be Selected		
Other			

NOTIFY THIS OFFICE WHENEVER A CHANGE IN CONTRACTOR OCCURS

FIRE ALARM

All Fire Alarms Shall Be Addressable with Point ID

Type of Fire Alarm: Existing FA System will be restore to working condition

☒ Automatic ☐ Manual ☐ Voice ☐ Monitor ☐ Water Flow Only

Initiation Devices (Smoke Detectors, Pull Stations, Etc) Existing System will be restore to working condition

Notification Appliances:			
Water Flow / Tamper Switches:		Duct Detectors:	
Power Supply:		Back Up Power:	
Auxiliary Panels:		Annunciator	
Knox Boxes:		Other:	
Interconnected to other systems:			
Monitoring Co:		Monitoring Co Phone #:	

SPRINKLER SYSTEMS

Type of Sprinkler System:	Not Applicable		
System Design:	☐ Hydraulic	☐ Pipe Schedule	
Hazard and Class Type:			
Number of Sprinkler Heads:		In Racks	☐ Yes ☐ No
Number of Risers:		Number of Zones:	
FDC Size:		"K" Factor:	
Interconnected to fire alarm:	☐ Yes ☐ No		
Monitoring Co:		Monitoring Co Phone #:	

STANDPIPE SYSTEMS

Type of Standpipe System:	☐ Wet ☐ Dry	Class of Standpipe System:	
Number of Outlets:		Number of Risers:	
Sizes of Outlets:		Number of Flow/Tamper Switches:	

FIRE HYDRANT / UNDERGROUND FIRE MAINS

Size of Fire Main:		Total Length of Pipe:	
Number of Fire Hydrants:		Size of Pipe to Hydrant:	
Manufacturer of Hydrants:			

FIRE PUMP

Type of Pump:		Capacity of Pump:	
Make / Model:		Rating of Pump:	

All data on this sheet shall be provided on the plans. Failure to do so will result in rejection of the application. Approval of the plan is based on the information provided on the plans.

EXHIBIT JJ

	Limits	Paid	Unpaid	Claimed by Vishal	Spent by Insured
Building	$2,250,000.00	$1,587,435.56	$662,564.44	$2,197,825.37	$2,945,134.93
BPP	$128,750.00	$127,910.09	$839.91	$198,207.09	
Business Income	$221,550.00	$221,550.00	$0.00	$518,128.00	$518,128.00
Code Upgrades	$35,000.00	$35,000.00	$0.00	$247,498.06	$220,028.00
Total:	$2,635,300.00	$1,971,895.65	$663,404.35	$3,161,658.52	$3,683,290.93

Cell: C3
Comment: =1682388.36-6646.5-30000-58306.3
Cell: B4
Comment: =123750+5000
Cell: C4
Comment: =123750+4160.09
Cell: E4
Comment: =187828.23+10378.86
Cell: E5
Comment: Business income loss was calculated for 1 year
Cell: F5
Comment: Business income loss was calculated for 1 year
Cell: F6
Comment: =165500+54528

Patel - 4
11/16/18
Lori A. Zabielski, RPR
MAGNA

EXHIBIT KK

CGM Accounting Associates, Inc.

256 Columbia Turnpike, Suite 206
Florham Park, New Jersey 07932
Phone: (973) 301-9020
Fax: (973) 301-9091
Website: www.CGMAA.com

November 30, 2018

Christopher Leise, Esq.
White and Williams LLC
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103-7395

RE: **PURVI, LLC. T/A THE LINCOLN MOTEL v. NATIONAL FIRE & MARINE INSURANCE COMPANY AND KK INSURANCE AGENCY**
U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA
CASE NO.: 2:18-CV-00822-WB
OUR FILE NO.: 118-4278

Dear Mr. Leise:

At your request, we have conducted a review of the available records of Purvi, LLC. T/A the Lincoln Motel (herein referred to as "Purvi") in regard to the above captioned matter. This report is provided exclusively for the purpose of evaluating this matter and is based on the information received and reviewed to date.

Background

As you know, Purvi operates a forty (40) room hotel in Feasterville Trevose, PA. In addition, Purvi operates a liquor store, parking lot and billboard at the same location. Purvi is also classified as a Partnership for tax purposes with the following partners:

Partner Name	Percent
Jyoti Panwala	50%
Bijal Panwala	25%
Ashwin Panwala	25%
Total	100%

Source: 2017 Federal Tax Return

On May 14, 2016, a fire occurred in Room 103 of the hotel. This room happened to be located on the first floor near the center of the building. As a result, the fire caused heavy smoke damage through the building/rooms.

Subsequent to the fire, Purvi notified its first party property carrier, National Fire & Marine Insurance Company (herein referred to as "National Fire"). National Fire in turn retained the services of several experts including VeriClaim, an independent adjusting company. Purvi retained the services of a public adjuster, Vishal Patel with Insurance Doctor.

In the end, National Fire appears to have paid the policy limits for business income and code upgrades. However, National Fire and Purvi were unable to agree upon a final amount for building and business personal property. In addition, Purvi alleges that the policy limits for building, business personal property and business income were insufficient for the loss. As such, Purvi has filed suit against National Fire for the balance of the policy limit (for building and business personal property) as well as KK Insurance, Purvi's insurance broker.

Claim

Based on our review of question number seven (7) of Plaintiff's response to Defendant, KK Insurance's Interrogatories dated September 27, 2018, and the report (dated November 13, 2018) prepared by Plaintiff's expert, Edward Santos, it is our understanding that Purvi is currently claiming the following:

	Defendant		
Description	**National Fire**	**KK Insurance**	**Total**
Building	$ 666,564	$ 695,135	$ 1,361,699
Business Personal Property	839	69,457	70,296
Business Income	-	296,578	296,578
Total	$ 667,403	$ 1,061,170	$ 1,728,573

Our procedures and findings are discussed below.

REVIEW PROCEDURES

To date, our office has received and reviewed extensive documentation, including the items listed on Exhibit A.

Per your instructions, we have prepared this report based on the information received and reviewed to date. As such, it should be used as a guideline in valuing this matter. As additional information is received and reviewed, we will update our findings accordingly.

General Comments

As discussed above, Purvi has filed suit against National Fire and KK Insurance. Please note that this report will not opine as to the liability portion of this case. We were, however, requested to review and opine on the following areas:

1. The period of loss (period of restoration) for lost business income.
2. The total amount of lost business income.
3. The amount actually paid by Purvi to repair/reconstruct the building and the replacement of business personal property (contents).

We will address each area separately below.

Period of Loss

During the course of our review, we noted several recommendations for the period of loss. These recommendations ranged from six (6) months (See Bates No. CL1632) to ten (10) months (See Bates No. CL0180, CL0166).

In addition, we noted two analyses for business income were prepared. The first was prepared by Purvi's expert, Marty Rabinowitz. The second was prepared by National Fire's expert, Matson, Driscoll & Damico (herein referred to as "MDD"). Both analyses were prepared utilizing a period of twelve (12) months.

Based on our review of the information, it is our opinion that the period of loss of twelve (12) months is reasonable and we will base our loss of business income calculation on a twelve (12) month period of loss.

Loss of Business Income

As discussed above, our office is in receipt of two analyses for lost business income. They are:

Preparer	Amount		Source
Marty Rabinowitz	$	518,128	MDD 0018-0020
MDD		433,494	MDD 0054 and Schedules dated September 12, 2017

As both analyses are based on a twelve (12) month loss period, the major difference has to do with the base period for projection. Mr. Rabinowitz has utilized a base period of twelve (12) months (January through December 2015) while MDD has utilized a base period of four (4) months (January through April 2016).

Based on our review, we believe that a twelve (12) month base period is more reasonable because it looks at a year as a whole. In addition, we reviewed the four (4) month base period utilized by MDD and noted some minor clerical/math errors. As such, we believe that the analysis prepared by Mr. Rabinowitz is fair and reasonable. Therefore, we have determined Purvi's loss of business income to be $518,128 (See Exhibit B) for the twelve (12) month loss period.

Repair/Reconstruction payments

As you know, our office recently received a summary of building repair/reconstruction and content replacement payments produced by Purvi during discovery in this matter. These payments totaled $1,656,243.19 and a copy is provided on Exhibit C for your review.

During our review, we compared this summary to Purvi's detailed General Ledger. As a result, we noted several payments in Purvi's General Ledger (Accounts: Capital Expenses and Insurance Refund) that are not included in the discovery responses. As such, we have prepared an analysis outlining and comparing all payments in the general ledger (included in the capital expenses and insurance refund accounts) to Purvi's summary of building repair/reconstruction and content replacement payments. Based on this analysis, it appears that Purvi actually expended $2,313,689.20 during the period May 2016 through May 2018. A detailed summary is attached as Schedule 2, for your review.

We also noted that these payments totaling $2,313,689.20 were disbursed to the following individuals/companies:

Company/Individual	Amount	Percentage
Oliver Fire/Sprinkler	$ 253,314.00	11.44%
James Markarian	1,585,383.00	71.61%
Capital One	115,328.93	5.21%
Contractor - Interior	150,000.00	6.78%
Radical Renovations	73,157.78	3.30%
VP Architectural	9,500.00	0.43%
Other	27,096.45	1.22%
Subtotal	$ 2,213,780.16	95.68%
Vishal Patel/Insurance Doctor	99,909.04	4.32%
Total	$ 2,313,689.20	100.00%

A summary by payment by payee is outlined on Schedule 3, for your review.

As you can see, Purvi paid $99,909.04 to Vishal Patel/Insurance Doctor which we understand was Purvi's Public Adjuster who assisted Purvi with its first party insurance company. As the payments to Vishal Patel/Insurance Doctor were not a repair/reconstruction cost, we have separated this amount from the funds used to repair/reconstruct the facility. Therefore, it appears that Purvi actually expended $2,213,780.16 ($2,313,689.20 less $99,909.04) to repair/reconstruct the facility through May 2018. It should also be noted that this amount ($2,213,780.16) includes code upgrades (i.e. Oliver Fire/Sprinkler) and some business personal property (i.e. Walmart purchase with Capital One). We also found no evidence of personal property replacement other than the items that were categorized as capital expenditure and/or insurance refund.

Finally, it should be noted that this amount does not agree with the Plaintiff's expert report prepared by Edward Santos (dated November 13, 2018). Mr. Santos has indicated that Purvi has actually spent $2,945,134.93 (see page 2 of Mr. Santos' report dated November 13, 2018), or a difference of $731,354.77 ($2,945,134.93 less $2,213,780.16) when compared with the expenses summarized above. Mr. Santos has also not provided any supporting documents and/or source for this amount ($2,945,134.93). We have attached a copy of Mr. Santos' report as Exhibit D, for your review.

Summary

Based on the foregoing comments and as shown on Schedule 1, we believe that the loss of business income for Purvi is $518,128. In addition, we determined that Purvi actually paid $2,213,780.16 to repair/reconstruct the building and replace the contents. However, it is our opinion that this amount includes code upgrades (i.e. Oliver Fire/Sprinkler) and some business personal property (i.e. Walmart purchase with Capital One).

We believe all calculations discussed above are within a reasonable degree of accounting/economic certainty. As additional information is received and reviewed, we will update our findings accordingly.

Finally, it should be noted that our compensation is not contingent on the outcome of this litigation. In addition, we have attached a copy of Mr. Ciccodicola's Curriculum Vitae and testimony history (both deposition and trial) as Exhibits E and F.

We hope this information is helpful to you in this matter. Upon review, if you have any questions, comments or concerns, please feel free to contact our office.

Very truly yours,

Anthony Ciccodicola, CPA, CFE, CVA, FCPA, CFF

CGM ACCOUNTING ASSOCIATES

Purvi, LLC t/a The Lincoln Motel v
National Fire & Marine Insurance Company and KK Insurance
US District Court - Eastern District Pennsylvania

Schedule 1

Summary

Sch Ref	Description	As Claimed	As Determined
(A)	Loss of Business Income	$ 518,128	$ 518,128
2 (B)	Building/Contents	2,945,135	2,213,780

Note A: See discussion in text

Note B: Please note that this amount includes code upgrades (i.e. Oliver Fire/Sprinkler) and business personal property (ie. Walmart purchase with Capital One).

Purvi, LLC t/a The Lincoln Motel v
National Fire & Marine Insurance Company and KK Insurance
US District Court - Eastern District Pennsylvania

Schedule 2

Summary of Repair/Reconstruction Payments

Payee	Check No.	Check Date	Comments	G/L accounts: Capital expenses	G/L accounts: Insurance refund	Discovery documents
Oliver Fire Protection	152	12/9/2016	Invoice #16029	$ 35,000.00	$ -	$ 35,000.00
Bensalem Tow	156	2/10/2017	vending	21,867.00		
James Markarian	160	2/27/2017	rm 103 fire	125,000.00		125,000.00
Oliver Fire Protection	162	3/1/2017	rm 103 fire	80,000.00		80,000.00
James Markarian	165	3/10/2017	Transfer	50,000.00		50,000.00
Capital One	online	3/21/2017	Walmart	12,340.52		
James Markarian	166	3/24/2017	Transfer	100,000.00		100,000.00
Capital One	online	4/4/2017	Anjer	477.00		
James Markarian	170	4/5/2017	Transfer	50,000.00		50,000.00
Etermal Technology	wire	4/6/2017	rm 103 fire	2,908.00		
James Markarian	171	4/7/2017	Transfer	50,000.00		50,000.00
James Markarian	173	4/24/2017	Transfer	125,000.00		125,000.00
James Markarian	174	4/24/2017	Transfer	74,000.00		74,000.00
James Markarian	177	5/11/2017	Transfer	180,000.00		180,000.00
James Markarian	178	5/19/2017	Transfer	190,000.00		190,000.00
Capital One	online	5/22/2017	Multiple	18,043.60		
James Markarian	181	6/2/2017	Transfer	100,000.00		100,000.00
Capital One	online	6/22/2017	Multiple	7,195.38		
James Markarian	175	6/26/2017	Transfer	51,000.00		51,000.00
Capital One	online	7/18/2017	Multiple	35,721.62		
James Markarian	186	7/19/2017	Transfer	16,000.00		16,000.00
James Markarian	185	7/24/2017	Transfer	15,000.00		15,000.00
James Markarian	184	7/24/2017	Transfer	25,000.00		25,000.00
CIL Freight	197	8/9/2017	shipping	305.20		
Capital One	online	8/17/2017	Multiple	12,292.35		
James Markarian	191	8/17/2017	Transfer	25,000.00		
James Markarian	190	8/19/2017	Transfer	60,000.00		
James Markarian	192	9/6/2017	Transfer	10,000.00		
James Markarian	193	9/13/2017	Transfer	15,000.00		
Capital One	online	9/13/2017	Multiple	3,084.80		
James Markarian	194	9/22/2017	Transfer	40,000.00		
James Markarian	195	9/22/2017	Transfer	20,000.00		
James Markarian	196	10/4/2017	Transfer	22,000.00		
James Markarian	199	10/5/2017	electrical	1,383.00		
Capital One	online	10/22/2017	Multiple	8,444.11		
James Markarian	203	10/25/2017	Transfer	29,000.00		
James Markarian	202	10/31/2017	Transfer	71,000.00		
James Markarian	204	11/9/2017	Transfer	25,000.00		
Capital One	online	11/21/2017	Anjer Storag	169.50		
James Markarian	206	11/28/2017	Transfer	95,000.00		
Rich McGimbly	208	12/11/2017	ex 50 phones	160.00		
Capital One	online	12/18/2017	Oliver Sprinkler	14,500.00		
James Markarian	207	12/18/2017	Transfer	21,000.00		
Dumack Engin	209	12/22/2017	Invoice # 50	56.25		
PS & IS	219	12/28/2017	wifi installed	1,800.00		
Capital One	online	4/22/2016	wall paper		3,060.05	
Vishal Patel	146	9/16/2016	adjuster		15,000.00	
VP Architectural	149	10/11/2016	Lincoln draw		5,500.00	5,500.00
Vishal Patel	148	10/11/2016	adjuster		39,371.41	39,371.41
VP Architectural	142	10/11/2016	Lincoln draw		4,000.00	4,000.00
Capital One	online	11/7/2016	Oliver Sprinkler		20,100.00	
Insurance Doctor	150	11/16/2016	Vishal		6,184.63	
Contractor Interior	155	12/30/2016	Contractor		150,000.00	150,000.00
Vishal Patel	140	6/15/2017	adjuster		6,000.00	
Insurance Doctor	205	10/30/2017	rm 103 fire		27,153.00	
Insurance Doctor	211	12/21/2017	rm 103 fire		6,200.00	
Credit card		7/14/2017	Oliver Sprinkler			2,500.00
Credit card		8/15/2017	Oliver Sprinkler			3,000.00
Credit card		9/15/2017	Oliver Sprinkler			2,000.00
Credit card		11/7/2017	Oliver Sprinkler			4,000.00
Credit card		11/13/2017	Oliver Sprinkler			10,500.00
Credit card		1/13/2018	Oliver Sprinkler			16,386.00
Credit card		1/11/2018	Oliver Sprinkler			35,000.00
Credit card		1/22/2018	Oliver Sprinkler			19,528.00
Credit card		1/25/2018	Oliver Sprinkler			6,400.00
Credit card		2/23/2018	Oliver Sprinkler			5,900.00
Credit card		4/12/2018	Oliver Sprinkler			3,000.00
Radical Renovations, LLC	232	5/1/2018				36,578.89
Credit card		5/3/2018	Oliver Sprinkler			10,000.00
Radical Renovations, LLC	234	5/7/2018				36,578.89
Total				$ 1,839,748.33	$ 282,569.09	$ 1,656,243.19
Source document				Purvi, LLC General ledger Bates # PHD 622, 536,565, 535, 564, 621 & 638		Payments produced in discovery

CGM
Accounting Associates, Inc.

Purvi, LLC t/a The Lincoln Motel v
National Fire & Marine Insurance Company and KK Insurance
US District Court - Eastern District Pennsylvania

Schedule 3

Summary of Repair/Reconstruction Payments

Payee	Check No.	Check Date	Comments	Overall Total	Oliver Fire/Sprinkler	James Markarian	Capital One	Contractor Interior	Radical Renovations	VP Architectural	Vishal Patel / Insurance Dr	Other
Oliver Fire Protection	152	12/9/2016	Invoice #16029	$ 35,000.00	$ 35,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bensalem Tow	156	2/10/2017	vending	21,867.00								21,867.00
James Markarian	160	2/27/2017	rm 103 fire	125,000.00		125,000.00						
Oliver Fire Protection	162	3/1/2017	rm 103 fire	80,000.00	80,000.00							
James Markarian	165	3/10/2017	Transfer	50,000.00		50,000.00						
Capital One	online	3/21/2017	Walmart	12,340.52			12,340.52					
James Markarian	166	3/24/2017	Transfer	100,000.00		100,000.00						
Capital One	online	4/4/2017	Anjer	477.00			477.00					
James Markarian	170	4/5/2017	Transfer	50,000.00		50,000.00						
Etermal Technology	wire	4/6/2017	rm 103 fire	2,908.00								2,908.00
James Markarian	171	4/7/2017	Transfer	50,000.00		50,000.00						
James Markarian	173	4/24/2017	Transfer	125,000.00		125,000.00						
James Markarian	174	4/24/2017	Transfer	74,000.00		74,000.00						
James Markarian	177	5/11/2017	Transfer	180,000.00		180,000.00						
James Markarian	178	5/19/2017	Transfer	190,000.00		190,000.00						
Capital One	online	5/22/2017	Multiple	18,043.60			18,043.60					
James Markarian	181	6/2/2017	Transfer	100,000.00		100,000.00						
Capital One	online	6/22/2017	Multiple	7,195.38			7,195.38					
James Markarian	175	6/26/2017	Transfer	51,000.00		51,000.00						
Capital One	online	7/18/2017	Multiple	35,721.62			35,721.62					
James Markarian	186	7/19/2017	Transfer	16,000.00		16,000.00						
James Markarian	185	7/24/2017	Transfer	15,000.00		15,000.00						
James Markarian	184	7/24/2017	Transfer	25,000.00		25,000.00						
CIL Freight	197	8/9/2017	shipping	305.20								305.20
Capital One	online	8/17/2017	Multiple	12,292.35			12,292.35					
James Markarian	191	8/17/2017	Transfer	25,000.00		25,000.00						
James Markarian	190	8/19/2017	Transfer	60,000.00		60,000.00						
James Markarian	192	9/6/2017	Transfer	10,000.00		10,000.00						
James Markarian	193	9/13/2017	Transfer	15,000.00		15,000.00						
Capital One	online	9/13/2017	Multiple	3,084.80			3,084.80					
James Markarian	194	9/22/2017	Transfer	40,000.00		40,000.00						
James Markarian	195	9/22/2017	Transfer	20,000.00		20,000.00						
James Markarian	196	10/4/2017	Transfer	22,000.00		22,000.00						
James Markarian	199	10/5/2017	electrical	1,383.00		1,383.00						
Capital One	online	10/22/2017	Multiple	8,444.11			8,444.11					
James Markarian	203	10/25/2017	Transfer	29,000.00		29,000.00						
James Markarian	202	10/31/2017	Transfer	71,000.00		71,000.00						
James Markarian	204	11/9/2017	Transfer	25,000.00		25,000.00						
Capital One	online	11/21/2017	Anjer Storag	169.50			169.50					
James Markarian	206	11/28/2017	Transfer	95,000.00		95,000.00						
Rich McGimbly	208	12/11/2017	ex 50 phones	160.00								160.00
Capital One	online	12/18/2017	Oliver Sprinkler	14,500.00			14,500.00					
James Markarian	207	12/18/2017	Transfer	21,000.00		21,000.00						
Dumack Engin	209	12/22/2017	Invoice # 50	56.25								56.25
PS & IS	219	12/28/2017	wifi installed	1,800.00								1,800.00
Capital One	online	4/22/2016	wall paper	3,060.05			3,060.05					
Vishal Patel	146	9/16/2016	adjuster	15,000.00							15,000.00	
VP Architectural	149	10/11/2016	Lincoln draw	5,500.00						5,500.00		
Vishal Patel	148	10/11/2016	adjuster	39,371.41							39,371.41	

CGM
Accounting Associates, Inc.

Purvi, LLC t/a The Lincoln Motel v
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US District Court - Eastern District Pennsylvania

Schedule 3

Summary of Repair/Reconstruction Payments

Payee	Check No.	Check Date	Comments	Overall Total	Oliver Fire/Sprinkler	James Markarian	Capital One	Contractor Interior	Radical Renovations	VP Architectural	Vishal Patel / Insurance Dr	Other
VP Architectural	142	10/11/2016	Lincoln draw	4,000.00						4,000.00		
Capital One	online	11/7/2016	Oliver Sprinkler	20,100.00	20,100.00							
Insurance Doctor	150	11/16/2016	Vishal	6,184.63							6,184.63	
Contractor Interior	155	12/30/2016	Contractor	150,000.00				150,000.00				
Vishal Patel	140	6/15/2017	adjuster	6,000.00							6,000.00	
Insurance Doctor	205	10/30/2017	rm 103 fire	27,153.00							27,153.00	
Insurance Doctor	211	12/21/2017	rm 103 fire	6,200.00							6,200.00	
Credit card		7/14/2017	Oliver Sprinkler	2,500.00	2,500.00							
Credit card		8/15/2017	Oliver Sprinkler	3,000.00	3,000.00							
Credit card		9/15/2017	Oliver Sprinkler	2,000.00	2,000.00							
Credit card		11/7/2017	Oliver Sprinkler	4,000.00	4,000.00							
Credit card		11/13/2017	Oliver Sprinkler	10,500.00	10,500.00							
Credit card		1/13/2018	Oliver Sprinkler	16,386.00	16,386.00							
Credit card		1/11/2018	Oliver Sprinkler	35,000.00	35,000.00							
Credit card		1/22/2018	Oliver Sprinkler	19,528.00	19,528.00							
Credit card		1/25/2018	Oliver Sprinkler	6,400.00	6,400.00							
Credit card		2/23/2018	Oliver Sprinkler	5,900.00	5,900.00							
Credit card		4/12/2018	Oliver Sprinkler	3,000.00	3,000.00							
Radical Renovations, LLC	232	5/1/2018		36,578.89					36,578.89			
Credit card		5/3/2018	Oliver Sprinkler	10,000.00	10,000.00							
Radical Renovations, LLC	234	5/7/2018		36,578.89					36,578.89			
Total				$ 2,313,689.20	$ 253,314.00	$ 1,585,383.00	$ 115,328.93	$ 150,000.00	$ 73,157.78	$ 9,500.00	$ 99,909.04	$ 27,096.45
					10.9485%	68.5219%	4.9846%	6.4832%	3.1620%	0.4106%	4.3182%	1.1711%

JA00729

EXHIBIT A

Purvi, LLC t/a The Lincoln Motel v
National Fire & Marine Insurance Company and KK Insurance
US District Court - Eastern District Pennsylvania

Exhibit A

Documents Received

Description
Plaintiff's Amended Complaint dated May 10, 2018
Answers, Affirmative Defenses, CrossClaims &
Jury Demand of Defendant, KK Insurance Agency
Inc. dated July 23, 2018
Answer to Plaintiff's Amended Complaint w/
Affirmative Defenses and Counterclaim for
Contribution dated June 1, 2018
KK Insurance Agency's First Set of Interrogatories
directed to Plaintiff dated August 9, 2018
KK Insurance Agency's First Set of Requests
for Production of Documents directed to
Plaintiff dated August 9, 2018
Plaintiff's response to KK Insurance Agency's
Inc's Interrogatories and Request for Production
of documents dated September 27, 2018
Documents from Oliver Fire Protection marked
Oliver 1 - Oliver 51
Line 7 (1065)- Other Income for 2014
2014 year end
2015 year end
2016 up to May
These files were png or photos
2016 Earnings Records for the period
January 8, 2016 through May 14, 2016
(Payroll records)
2016 Lincoln Room descriptions
Profit and Loss Statement for 2016
Profit and Loss Standard Statement for 2016
Purvi BI - prepared by MDD dated 9/12/17
MDD - RFI dated 2016 08 03
Federal Tax Return Form 1065 for 2014
Revenue 2014 Sheet 1
Revenue 2015 Sheet 1
Revenue 2016 Sheet 1
Revenue Jan - April 2017 Sheet 1
National Claim File marked CL0002 -1889
National Claim Journal marked Log 1 to 3
MDD Forensic Accountant records marked
MDD 0001-225
DIXIT -PHD Documents marked PHD0001-0687
Documents from Radial Renovations marked 0001-927
Summary of Repair/Reconstruction Payments produced in Discovery - no date
Damages - Purvi Checks (34 pages)
National Fire Interrogatories to Plaintiff dated 5/11/18
National Fire First Set of Request for Production dated 5/11/18
Plaintiff response to National Fire Discovery dated 9/27/18
Plaintiff response to KK Insurance Discovery dated 9/27/18
KK Ins first set of Requests for Production of documents dated 8/9/18
KK Ins first set of Interrogatories directed to Plaintiff dated 8/9/18

EXHIBIT B

Claim

Purvi LLC
T/A Lincoln Motel

		Projection (1)	Actual	
Room Revenue		760,235		
Income - Car Lot		86,980	70,038	May 15, 2016- February 2017 (2)
Rental - Billboard		26,000	26,000	Annual Contract
Sales Tax Discount		542		
Other Income		11,106		
Store Revenue	103,281			
Cost of Sales	62,335			
Gross Profit		40,946		
Total Income		925,809	96,038	
Salaries & wages		116,017		
Repairs		9,049		
Taxes & Licenses		44,385	29,065	(3)
Interest		23,160	22,698	(3)
Depreciation		56,365	56,239	(3)
Automobile & Truck		50		
Bank Charges & Credit Card Commission		9,874		
Payroll Fees		1,107		
Cable/TV/Internet		10,801	3,706	(3)
Commission		3,172		
Casual Labor		2,623		
Dues and Subscriptions		3,774		
Insurance		58,173	5,965	(3)
Laundry and Cleaning		25,467		
Legal and Professional Fees		5,857	4,279	(3)
Security		1,571	236	(3)
Advertising & Promotion		3,891		
Supplies		1,066		
Utilities		48,268		
Trash Removal		6,727		
Pest Control		2,436		
Total Expenses		433,833	122,188	
Net Income		491,976 (1)	(26,150)	
Business Interruption Loss			518,126	

(1) Based on 2015 Tax Return - Net Income includes Guaranteed Payments to Partners
(2) Township ordered lot closed at the end of February due to construction
(3) See 2016 Profit and Loss Statement Attached

MDD 0019

Purvi LLC
2016 Profit & Loss Statement

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	2016
Room Revenue	58,519.33	62,930.66	72,188.44	70,394.59	35,044.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	299,077.98
Other Income	18,494.99	13,324.53	38,409.93	26,616.46	27,693.34	11,470.37	30,050.44	10,550.57	37,722.13	10,858.96	37,060.53	16,684.47	278,936.72
Total Income	77,014.32	76,255.19	110,598.37	97,011.05	62,738.30	11,470.37	30,050.44	10,550.57	37,722.13	10,858.96	37,060.53	16,684.47	578,014.70
Laundry Supply Rental	0.00	1,908.86	1,687.08	2,297.78	1,455.98	2,420.92	0.00	2,058.72	0.00	1,013.59	0.00	0.00	12,842.93
Lodging Supplies	435.98	468.56	905.25	0.00	1,184.50	264.79	(33.86)	0.00	0.00	0.00	(378.48)	0.00	2,846.74
Liquor Purchases	2,285.78	2,247.53	2,658.17	3,139.88	863.42	572.98	0.00	(1,549.96)	0.00	0.00	0.00	6,186.00	16,403.80
Beer Purchases	570.76	1,667.65	1,403.09	2,822.13	0.00	(1,461.92)	(783.87)	0.00	0.00	0.00	0.00	0.00	4,217.84
Total COGS	3,292.52	6,292.60	6,653.59	8,259.79	3,503.90	1,796.77	(817.73)	508.76	0.00	1,013.59	(378.48)	6,186.00	36,311.31
Gross Profit	73,721.80	69,962.59	103,944.78	88,751.26	59,234.40	9,673.60	30,868.17	10,041.81	37,722.13	9,845.37	37,439.01	10,498.47	541,703.39
Chargeback	0.00	77.00	75.00	86.00	127.00	195.00	0.00	0.00	0.00	0.00	0.00	0.00	560.00
Cable/Phone	954.40	960.70	1,067.49	1,018.53	1,085.29	1,013.70	0.00	1,040.51	377.17	310.22	1,684.84	295.34	9,808.29
Subscriptions	0.00	98.00	0.00	49.00	49.00	49.00	0.00	103.88	0.00	100.00	21.18	10.59	480.65
Security	389.19	138.18	0.00	0.00	138.18	0.00	0.00	548.78	0.00	0.00	0.00	0.00	1,214.33
Advertising & Promotion	221.75	0.00	678.95	0.00	216.95	226.20	0.00	452.40	0.00	0.00	0.00	0.00	1,796.25
Automobile	0.00	0.00	0.00	0.00	0.00	41.00	0.00	0.00	0.00	0.00	0.00	0.00	41.00
Bank Service Charges	42.30	138.10	(31.20)	(14.10)	42.60	6.00	0.00	(131.40)	0.00	0.00	6.00	0.00	58.30
Business Licenses & Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.00	0.00	0.00	49.00
Credit Card Commissions	729.37	676.24	887.15	890.07	834.83	561.61	217.86	39.95	39.95	40.19	0.00	0.00	4,917.22
Commission	0.00	43.61	19.12	36.56	48.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	147.29
Computer and Internet Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	211.95	211.95
Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,239.00	56,239.00
Dues and Subscriptions	0.00	0.00	435.00	3,295.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,730.00
Fees-Credit Card Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.48	0.00	0.00	0.00	0.00	450.48
Insurance Expense-MTG	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,965.00	0.00	0.00	0.00	5,965.00
General Liability Insurance	0.00	0.00	2,500.00	2,986.28	6,851.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,337.36
Health Insurance	750.90	3,730.53	750.90	1,744.11	1,744.11	1,744.11	1,744.11	1,744.11	1,744.11	1,744.11	1,744.11	1,744.11	20,929.32
Life & Disabilty Insurance	0.00	0.00	0.00	0.00	0.00	4,312.00	0.00	0.00	0.00	0.00	0.00	0.00	4,312.00
Workers Compensation Insurance	6,051.20	0.00	0.00	359.20	308.20	0.00	0.00	0.00	0.00	0.00	0.00	568.00	7,286.60
Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,697.97	22,697.97
Licenses & Permits	0.00	0.00	705.00	510.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	1,705.00	2,930.00
Insurance Expense-Keyman	0.00	0.00	27,677.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,677.00
Office Supplies	0.00	0.00	0.00	0.00	123.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	123.51
Management Fees	0.00	0.00	12,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00
Payroll Fees	311.17	110.28	102.86	106.12	165.70	0.00	44.91	0.00	0.00	44.91	0.00	89.82	975.77
Pest Control	954.00	0.00	0.00	1,163.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,117.88
Payroll Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58,678.30	58,678.30
Payroll Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,728.63	3,728.63
Taxes-Sales & Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(385.00)	0.00	0.00	1,036.82	651.82
Trash Removal	306.31	264.00	264.00	273.00	1,120.28	348.00	0.00	273.00	0.00	0.00	0.00	0.00	2,848.59
Taxes-Property	0.00	0.00	0.00	6,263.51	0.00	0.00	0.00	0.00	22,801.30	0.00	0.00	0.00	29,064.81
Professional Fees	3,373.24	0.00	820.00	0.00	0.00	0.00	0.00	0.00	0.00	1,279.20	0.00	3,000.00	8,472.44
Repairs and Maintenance	1,255.56	1,349.99	(300.00)	(100.00)	(282.50)	(39.49)	(132.00)	324.71	(250.00)	(65.44)	(119.38)	(225.83)	1,415.62
Utilities-Electric & Gas	2,146.92	2,297.24	2,596.99	3,344.11	2,966.55	4,249.72	0.00	0.00	0.00	(100.00)	0.00	0.00	17,501.53
Taxes-LST	0.00	0.00	0.00	1,859.00	0.00	0.00	0.00	0.00	57.19	0.00	0.00	0.00	1,926.19
Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,517.07	1,517.07
Utilities-Water	1,302.85	1,176.67	1,215.40	982.18	1,273.70	1,652.68	0.00	1,759.07	0.00	0.00	0.00	0.00	9,362.55
Vending Supply	386.95	0.00	1,565.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,952.47
Total Expense	19,176.11	11,060.54	53,029.18	24,862.55	16,812.48	14,359.53	1,874.88	6,615.49	30,349.72	3,402.19	3,336.75	151,296.77	336,176.19
Net Income	54,545.69	58,902.05	50,915.60	63,888.71	42,421.92	(4,685.93)	28,993.29	3,426.32	7,372.41	6,443.18	34,102.26	(140,798.30)	205,527.20

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

PURVI LLC T/A THE LINCOLN MOTEL *Plaintiff* v. NATIONAL FIRE & MARINE INSURANCE COMPANY and KK INSURANCE AGENCY *Defendants.*	**CIVIL ACTION** **NO. 2:18-cv-00822-WB**

SUMMARY OF REPAIR/RECONSTRUCTION PAYMENTS PRODUCED IN DISCOVERY

Date	Purvi, LLC Check No.	Payable to	Amount
7/8/16	0142	VP Architectural Design, LLC	$ 4,000
10/7/16	0148	Insurance Doctor	39,371.41
10/7/16	0149	VP Architectural Design, LLC	5,500
12/5/16	0152	Oliver Fire Protection & Security	35,000
12/28/16	0155	Contract Interiors, Inc.	150,000
2/7/17	0160	James Markarian	125,000
2/27/17	0162	Oliver Fire Protection & Security	80,000
3/8/17	0165	James Markarian	50,000
3/24/17	0166	James Markarian	100,000
4/3/17	0170	James Markarian	50,000
4/7/17	0171	James Markarian	50,000
4/24/17	0173	James Markarian	125,000
4/24/17	0174	James Markarian	74,000
4/24/17	0175	James Markarian	51,000
5/11/17	0177	James Markarian	180,000
5/15/17	0178	James Markarian	190,000
6/2/17	0181	James Markarian	100,000
6/21/17	0184	James Markarian	25,000
7/14/17	Credit card	Oliver Sprinkler Co.	2,500
7/17/17	0185	James Markarian	15,000

21870822v.1

Date	**Purvi, LLC Check No.**	**Payable to**	**Amount**
7/17/17	0186	James Markarian	16,000
8/15/17	Credit card	Oliver Sprinkler Co.	3,000
9/15/17	Credit card	Oliver Sprinkler Co.	2,000
11/7/17	Credit card	Oliver Sprinkler Co.	4,000
11/13/17	Credit Card	Oliver Sprinkler Co.	10,500
1/3/18	Credit card	Oliver Sprinkler Co.	16,386
1/11/18	Credit card	Oliver Sprinkler Co.	35,000
1/22/18	Credit card	Oliver Sprinkler Co.	19,528
1/25/18	Credit card	Oliver Sprinkler Co.	6,400
2/23/18	Credit card	Oliver Sprinkler Co.	5,900
4/12/18	Credit card	Oliver Sprinkler Co.	3,000
5/1/18	0232	Radical Renovations, LLC	36,578.89
5/3/18	Credit card	Oliver Sprinkler Co.	10,000
5/7/18	0234	Radical Renovations, LLC	36,578.89
TOTAL			**$1,656,243.19**

EXHIBIT D

NJP&C License 110550
NYP&C License BR746131
PA License 816435
Michigan License 3281937

EDWARD R. SANTOS
14 Lenape Trail
Freehold, New Jersey 07728
Telephone 732-809-0580 - Facsimile 732-414-2394

November 13, 2018

Mr. Anthony DiUlio, Esquire
Law Offices of Wheeler, DiUlio & Barnabei P.C.
1617 John F. Kennedy Boulevard, Suite 1270
Philadelphia, PA 19103

Re: Purvi LLC, T/A The Lincoln Motel vs National Fire & Marine Insurance Co., and KK Insurance Agency, and Wawa Inc., and Self Help Movement, Inc., and Southwark Metal Manufacturing, US District Court For The Eastern District of PA, Civil Action No. 18-822

Dear Mr. DiUlio:

I have reviewed the following materials:

Purvi LLC, T/A The Lincoln Motel vs National Fire & Marine Insurance Co., KK Insurance Agency, Wawa Inc., Self Help Movement, Inc., Southwark Metal Manufacturing; US District Court for The Eastern District of PA, Civil Action No. 18-822, Second Amended Civil Action Complaint; documents from Reinard Insurance Agency and Cumberland Insurance Group (03/10/2009 thru 03/10/2012), which were prior to National Fire and KK Insurance Agency insuring Purvi LLC, the documents associated with this case from 03/10/2012 through the date of loss (05/14/2016), and subsequent documents from KK Insurance Agency through February 27,2017. All total I reviewed 2,748 pages.

"Exhibit A" - Claim Number 12 37 392565, Policy Number 12 PRM026361 with National Fire & Marine Insurance Company (one of the Berkshire Hathaway Home State Insurance Companies), located at 1314 Douglas Street, Omaha, Nebraska 68102, Insured Purvi LLC., T/A The Lincoln Motel, 2277 Lincoln Highway, Feasterville-Trevose, PA 19103, Date of Loss 05/14/2016, and documents related to the loss dated May 31, 2016, September 7, 2016 and October 28, 2016. The cause of Loss was Fire.

I will focus the report to the Property Policy with effective dates of 03/10/2016 through 03/10/2017, written with National Fire & Marine Insurance Company, brokered by the Retail Insurance Broker, KK Insurance Agency, located at 541 Broadway, Long Branch, NJ 07740, through Wholesale Insurance Broker, All Risks, Ltd., 2555 Kingston Rd # 250, York, PA 17402. The Limits shown on that policy were as follows:

Building Limit	$2,250,000	Replacement Cost Basis with 80% Co-Insurance
Business Personal Property (BPP/CTS)	$ 128,750	Replacement Cost Basis with 80% Co-Insurance
Business Income (BI)	$ 221,500	
Deductible on Building	$ 5,000	

Total Claim Submitted:

Limits		Paid	Unpaid	Claimed by Insured	Spent by Insured
BLDG	$2,250,000	$1,587,435.56	$662,564.44	$ 2,197,825.37	$ 2,945,134.93
BPP	$128,750	$127,910.09	$ 839.91	$198,207.09	
BI	$221,550	$221,550.00	$ 0.00	$518,128.00	$518,128.00
CUpgrades	$35,000	$35,000.00	$ 0.00	$247,498.06	$220,028.00

The discrepancy with the Property Policy is with the Building Policy Limit, Business Income (BI) Policy Limit, and Code Upgrade Limits Claimed by the Insured, Paid to Reconstruct the Building by the Insured, versus what National Fire paid in the claim to the Insured, Purvi LLC. The difference is $1,357,699.40, which is still owed and due to the Insured at full Replacement Costs on the Building, on Business Income it's $296,578, and Code Upgrades its $212,498.06.

ANALYSIS:

In **April 22, 2009 (Updated 5-14-09),** a Narrative Report was done by Capstone Safety Consulting Services for the Insured, for Policy # S 207843-01, for Cumberland Insurance Group, who at that time was working with Reinard Insurance Agency, pages 279-283 of a total 487 pages from this Link,

https://www.dropbox.com/s/c0eiaewj8iai6ni/Purvi%20Documents%20from%20Cumberland%20Insurance%20Group.pdf?dl=0

and the policy period was 03/10/2009 to 03/10/2010, where Capstone Safety performed a Replacement Cost Valuation of the Building and it showed the value at $2,711,452 (at 100%) and the square footage at 20,458. A subsequent letter was sent by Cumberland Insurance Group dated May 19, 2009 from Rosemary Elinsky, Sr. Commercial Underwriter to Reinard that the current policy's Building Coverage was ***underinsured***, therefore Cumberland decided to increase the Building Limit to $2,170,000, so that the Policy would comply with the Co-Insurance Provision of 80%. This would protect the Insured of receiving full payment on his claim should any insured peril loss occur in the future to the Building, up to $2,170,000.

When KK Insurance Agency replaced Reinard Insurance Agency on 03/10/2012 and replaced the Insured's Policies with new Insurers, the Certificate of Insurance that they sent out, dated 03/15/2012 by Kiran M. Sondhi of KK Insurance Agency, showed the Insurance Company as Western Heritage Insurance Company, Policy # SCP0890165 for policy period, 03/10/2012 to 03/10/2013 with Building Limits of **only $1,236,000**. This Building Limit was far below the $2,170,000 that Cumberland Insurance Group required to protect the Insured against a loss. KK Insurance Agency should have conducted a thorough review of the Insured's existing policies when they were asked to replace them on 03/10/2012, and discussed thoroughly the Building Limits with the Insured, the Replacement Cost Valuation of the Building, correct square footage and explain how the 80% Co-Insurance Clause comes into play when a Claim has to be paid and the Insurable Building Limits are ***undersinsured*** or incorrectly stated on the Insured's policy.

In subsequent renewals of the Insured's Property Policy, the Building Limit was again incorrectly raised by KK Insurance Agency to $2,250,000 from $1,236,000, but without any documentation that I saw justifying this new increased Limit or Replacement Cost Valuation, such as was done by Capstone

Consulting Services/Cumberland Insurance Group back in April 2009, when the Replacement Cost was shown in their report as $2,711,452. The Loss suffered by the Insured was on **05/14/2016**, or ***seven years later***, and most certainly construction costs move up almost annually, so the correct Building Limit Replacement Cost Valuation on the policy should have been around **$2,945,134** (at 100%), or what the Insured had to pay to reconstruct the Building, after the loss. The purpose of having 100% Replacement Cost coverage on the Building, as mentioned previously, is to insure the Building gets reconstructed without the Insured having to pay any money towards the cost, less his $5,000 Deductible. KK Insurance Agency made a big error in not providing the 100% Replacement Cost coverage on the Building and why the discrepancy exists today between these parties on the Claim pay out. National Fire & Marine Insurance Company should have also conducted their own Replacement Cost Valuation of the Building to ascertain the correct insurable limits for the Insured, as Capstone Safety/Cumberland Insurance Group had done in 2009 for its Insured.

At every Renewal of the Insured's Policy new Accord Applications must be submitted to the Insurance Company to update the Insured's Information on new Limits required or additional insurance coverages to be added, or any other changes, etc., to be made to the Renewal Policy. This must be done with consultation with the Insured for proper due diligence and documented in the KK Insurance Agency files. There were other instances throughout the KK Insurance Agency Documentation where the Construction of the Building was listed incorrectly as well as the square footage, which the Insurers prior to National Fire had to point out to KK Insurance Agency to correct these mistakes. Please see the Link below for this information.

https://www.dropbox.com/s/svjmto3tog9ovli/MLP%20PURVI%20DOCUMENT%20PRODUCTION%20OF%20KK%20INSURANCE.pdf?dl=0

The Business Income figure of $221,550 was also listed on the Applications from year to year by KK Insurance Agency, again without careful due diligence, consultation with the Insured for accuracy of the figures, and the result was the Insured's Gross Sales remained the same from year to year. In the KK documentation you will see where after Audits were done by Arch Insurance Company (the prior Insurer for the Property Policy before National Fire), and the Gross Sales figures were noted as $600,000, so there is a big discrepancy again in these numbers. The Accord Applications and other Supplemental Applications were completed by KK Insurance Agency, on behalf of their Insured, Purvi LLC., on 02/26/2016, and prior to the Renewal Policy on 03/10/2016 – 03/10/2017, as $316,000 knowing full well that the prior audits reflected $600,000, and yet the Policy Limit was $221,550.

The quote that KK Insurance Agency received from All Risks Ltd, with the Insurer, National Fire, clearly stated that the most the policy would pay on any Business Income Loss would be $1,000,000 or 35% ($350,000), whichever is lesser, and the Insured would only receive in a pay out 1/6 per month. If KK Insurance Agency had clearly discussed the ramifications of this quote from National Fire with the Insured, the Insured would have asked for a different quote from another Insurance Company better suited to protect the Business Income accurately. There are no notes or written correspondence from KK Insurance Agency that they discussed and explained in detail any of this information with the Insured, so the Insured relied on KK Insurance Agency to make the proper choice for them.

Further documentation in the KK Insurance Agency file after the loss showed where the new Insurance Companies were considering the Renewal of this Insured's Policy for the period 03/10/2017 to 03/10/2018, and they requested KK Insurance Agency to increase the Building Property Limits to at least $2,500,000, if they were to consider writing the new Property Policy. Please see KK pages 1711, email exchange between Ana Branco of KK Insurance Agency and Joyce Moscato of FTP Inc., (Wholesale Broker), dated 02/24/2017, and KK pages 1719-1732 dated 02/27/2017.

With respect to the Code Upgrades, the policy has specific language in the Ordinance Law (see pages KK 1409 – 1412), with respect to limitations and exclusions that spell out in detail how much the Insurance Company will pay in the event of a loss. Insurance Companies use this type of language in the policy, so there is very little KK Insurance Agency and National Fire can do to have the claim pay out higher then what has already been paid to the Insured. Therefore the amount still due the Insured is $1,357,699.40 for the Building Replacement Cost at 100% and for Business Income $299,578, or a total of $1,657,277.40.

OPINIONS AND CONCLUSION:

An Insurance Company and Insurance Agency have duties and responsibilities to advise its client, Insured and policyholder, in a timely and professional manner, what Insurance Coverages and Policy Limits are needed and required on the Policy at every Renewal, and to be certain its clients are insured correctly. Furthermore, the Insurance Agency should review the Application with the Insured at every Renewal to update any increase in Property Limits, and make any other changes as necessary, prior to sending it to the Insurance Company. All the notes of conversations between the Insured and the Insurance Agency, the Insurance Agency and the Insurance Company must be kept in the files of the Insurance Agency and Insurance Company, and once the Policy is issued by the Insurance Company, it must be again reviewed by the Insurance Agency and the Insured, to confirm the accuracy of the Limits and Coverages of the New or Renewal Policy. The Agent and Insurance Company made errors & omissions on the policy it issued to its client and Insured, Purvi LLC, T/A The Lincoln Motel, in this case. The Clients/Insureds are relying on the Insurance expertise of its Agent and Insurance Company, to advise them appropriately, and it was not done. Based on the documents and evidence presented to me to date, Errors & Omissions occurred by KK Insurance Agency LLC., and National Fire & Marine Insurance Company. The Agent, KK Insurance Agency LLC., and the Insurance Company, are a direct cause for the policy not paying the full Replacement Costs associated with the claim on the Building and Business Income dated 05/14/2016 to its Insured.

The above opinions are stated within a reasonable degree of professional certainty. I reserve the right to amend or modify these opinions based upon additional information received.

Sincerely,

Edward R. Santos

EDWARD R. SANTOS

EXHIBIT E

ANTHONY M. CICCODICOLA, CPA, CFE, CVA, FCPA, CFF

CGM ACCOUNTING ASSOCIATES

EXPERIENCE MEASURING DAMAGES

Since 1981, Mr. Ciccodicola's professional career has been primarily devoted to the evaluation of damages in a wide range of cases relating to litigation and/or insurance claims. In 1996, Mr. Ciccodicola along with two other partners established the current firm.

Services performed for clients include:

- Analyses and calculations of business interruption losses, including lost earnings and extra expenses,
- Calculations of stock losses from books and records,
- Determination of insurable values of assets at risk, both pre-loss and post loss,
- Various types of construction claims,
- Contractual disputes (including government contracts) between individuals and/or corporations.
- Calculations of replacement costs and actual cash values of assets damaged or destroyed,
- Wrongful death/future earnings calculations,
- Third party liability claims,
- Review of Self-Insured Retention claims,
- Services as expert witness and/or assisting attorneys in examinations of accounting matters in legal proceedings.

Experience has been gained in providing the above services for manufacturing, mercantile, service and utility risks.

OTHER PROFESSIONAL EXPERIENCE

Prior to 1996, Mr. Ciccodicola gained broad accounting and operational experience with Campos & Stratis, Price Waterhouse, CIT Group, Henien, Critelli & Co., and Kinsel Accountancy Corp.

PROFESSIONAL AND INSURANCE ASSOCIATIONS

Mr. Ciccodicola is a member of the American Institute of Certified Public Accountants, New Jersey Society of Certified Public Accountants, Pennsylvania Society of Certified Public Accountants, National Association of Certified Valuation Analysts, Forensic Certified Public Accountants and Certified in Financial Forensics.

EDUCATION

Mr. Ciccodicola graduated from Rutgers University in 1981 with a Bachelor of Arts degree in Accounting. In addition, Mr. Ciccodicola is taking approximately 20 credit-hours per year of continuing professional education. Finally, Mr. Ciccodicola became a Certified Public Accountant in 1983, Certified Fraud Examiner in 1995, Certified Valuation Analysts in 2002, Forensic Certified Public Accountant in 2005 and Certified in Financial Forensics in 2009.

EXHIBIT F

TESTIMONY HISTORY FOR ANTHONY M. CICCODICOLA

Name of Matter	Court	Location
United States Fire Insurance Company v Kelman Bottles, LLC., et al	US District Court	Western District of Pennsylvania
Ryan Rohlfs v Vornado, et al	Superior Court of NJ	Union County
Bralite Holdings, LLC v Dryfoos Environmental Consulting, LLC	Superior Court of CT	Hartford, Ct
476 K Street, LLC v Seneca Specialty Insurance Co	US District Court	District of Maryland
Randell Colon v C&S Wholesale Grocers, Inc, et al	Superior Court of NJ	Middlesex County
Plasmatech UK Ltd v Kaliburn, Inc.	International Centre for Dispute Resolution	New York
Robert Gruno v Alexandra Tait	Court of Common Pleas	Philadelphia, PA
Strange Land Inc v Seneca Insurance Company, Inc et al	Second Judicial District Court	Nevada and County of Washoe
Thomas Finn v The Executor/Executrix/Administrator of the Estate of Gennaro R. Schiavo, Jr.	American Arbitration Association	Philadelphia, PA
Gallant Laboratories, Inc v 142 Stokes Road, LLC et al.	Burlington County Court	Mount Holly, NJ

Note: This list represents litigation cases that Anthony Ciccodicola has testified in at trial and during depositions during the period January 2012 to present.

EXHIBIT LL

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Release") is hereby given this 13th day of April, 2018, to **NATIONAL FIRE & MARINE INSURANCE COMPANY and PURVI, LLC** (collectively referred to herein as "**Releasees**") by **CPR RESTORATION & CLEANING SERVICES, LLC** (referred to herein as "**Releasor**"), and concerns the settlement of all past, present, and future claims between them as described below.

RECITALS

WHEREAS, RELEASEE NATIONAL FIRE issued an insurance policy bearing policy number 12PRM026361-01 to "PURVI, LLC" ("the Policy"), with said Policy having effective dates of March 10, 2016 to March 10, 2017;

WHEREAS, it is alleged by RELEASOR that on or about May 14, 2016, a fire (hereinafter "the Subject Fire") occurred at RELEASEE PURVI, LLC's property located at 2277 Old Lincoln Highway, Bensalem, Pennsylvania, which property was known as the Lincoln Motel (hereinafter the "Property");

WHEREAS, pursuant to the Policy, and prior to the date of the execution of this Release, RELEASEE PURVI, LLC submitted to RELEASEE NATIONAL FIRE certain claims for indemnity coverage under the Policy as a result of damage caused to the Property (hereafter "the Claim");

WHEREAS, it is alleged by RELEASOR that following the Subject Fire, RELEASEE PURVI, LLC entered into a contract with RELEASOR, pursuant to which RELEASOR would provide emergency services in connection with the fire and smoke damage to the Property caused by the Subject Fire (the "Contract");

WHEREAS, it is alleged by RELEASOR that pursuant to the Contract, RELEASOR could seek payment of the sums due for work it performed at the Property directly from RELEASEE NATIONAL FIRE;

WHEREAS, it is alleged that RELEASOR'S operations on behalf of RELEASEE PURVI, LLC at the Property after the Subject Fire included, *inter alia*, the removal and disposal of asbestos;

WHEREAS, it is alleged that RELEASOR sought payment of the costs incurred in the removal and disposal of asbestos from RELEASEE NATIONAL FIRE, and pursuant to the Contract and the Policy;

WHEREAS, RELEASOR thereafter filed a lawsuit styled *CPR Restoration & Cleaning Services, LLC v. PURVI, LLC and National Fire & Marine Insurance Company* in the Court of Common Pleas of Bucks County, No. 2017-41243, in which RELEASOR sought payment from RELEASEES of the costs of removing and disposing of the asbestos after the Subject Fire, and which set forth claims that included breach of contract and insurance bad faith (hereinafter the "State Court Lawsuit");

WHEREAS, RELEASEE PURVI, LLC thereafter filed a lawsuit styled *PURVI, LLC v. National Fire & Marine Insurance Company,* which lawsuit is currently pending in the United States District Court for the Eastern District of Pennsylvania at No. 18-cv-822, and in which RELEASEE PURVI, LLC seeks damages that include, *inter alia*, the costs incurred by RELEASOR in the removal and disposal of the asbestos following the Subject Fire (hereinafter the "Federal Court Lawsuit");

WHEREAS, RELEASEE NATIONAL FIRE has denied any and all liability for the claims made and damages sought by RELEASOR in the State Court Lawsuit;

WHEREAS, RELEASEE PURVI, LLC has denied any and all liability for the claims made and damages sought by RELEASOR in the State Court Lawsuit;

WHEREAS, RELEASEE NATIONAL FIRE has denied any and all liability for the claims made and damages sought by RELEASEE PURVI, LLC in the Federal Court Lawsuit with respect to the costs incurred in the removal and disposal of asbestos; and

WHEREAS, the parties to this Release wish to compromise, resolve, and settle forever any and all disputes, claims, and legal actions that RELEASOR or anyone on its behalf, including any and all assigns, whether individually or collectively, may have against RELEASEES and which arise out of the Subject Fire; the Property; the Contract; the Policy; the Claim; the State Court Lawsuit; RELEASEE NATIONAL FIRE's claims-handling and decisions relating to any of the foregoing; and/or any other claims asserted or which could have been asserted in the State Court Lawsuit against RELEASEES by RELEASOR (except as provided for in Paragraph 20 of this Release), and wish to buy peace and put to rest all such disputes, claims, and legal actions between RELEASOR and RELEASEES,

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY AGREE AS FOLLOWS:

COVENANTS AND RELEASE

1. General Release and Discharge of All Claims Against RELEASEES. RELEASOR, individually, collectively, and on behalf of its members, managers, employees, agents, heirs, personal representatives, successors, assigns, attorneys, and representatives, hereby releases and forever discharges RELEASEES and their affiliates, related companies, and/or any and all of RELEASEES' divisions; nominees, parent, sister, or subsidiary companies; successors; predecessors; employees; agents; insurers; attorneys; officers; directors; stockholders; claims administrators; fiduciaries; administrators; and sponsors, as well as other persons or entities acting on their behalf, past, present, and future, from any and all claims, demands, obligations, or causes of action of any nature whatsoever, both known and unknown, whether based in law or in equity, and whether based on a tort, contract, statutory, administrative, or other legal theory of recovery, including claims for breach of contract and insurance bad faith, whether for compensatory (both general and specific), extra-contractual, punitive (or exemplary), statutory, or any other form of damages or legal relief against RELEASEES, which arise out of, are based on, or in any way pertain to the Subject Fire; the Property; the Contract; the Policy; the Claim; the State Court Lawsuit; RELEASEE NATIONAL FIRE's claims-handling and decisions

relating to any of the foregoing; and/or any other claims asserted or which could have been asserted in the State Court Lawsuit against RELEASEES by RELEASOR (except as provided for in Paragraph 20 of this Release).

2. Money Paid and Other Consideration Given to RELEASOR. As consideration for this Release, RELEASEES agrees to pay the total sum of **$23,000**, payable per RELEASOR's direction to **CPR Restoration and J. Scott Watson, P.C.**, and in the following manner:

- $13,000 from RELEASEE NATIONAL FIRE & MARINE INSURANCE COMPANY; and
- $10,000 from RELEASEE PURVI, LLC.

Said payment shall be made within ten (10) business days of RELEASEES' receipt of this Release executed by RELEASOR. RELEASOR hereby acknowledges and accepts the above-described consideration as full payment for this Release, and further acknowledges that such consideration is adequate and sufficient consideration for this Release. Said payment is made in return for a full and complete release of all matters or claims against RELEASEES arising out of or related to the Subject Fire; the Property; the Contract; the Policy; the Claim; the State Court Lawsuit; RELEASEE NATIONAL FIRE's claims-handling and decisions relating to any of the foregoing; and/or any other claims asserted or which could have been asserted in the State Court Lawsuit against RELEASEES by RELEASOR (except as provided for in Paragraph 20 of this Release).

3. No Representations Concerning Taxability. RELEASOR understands, agrees, and acknowledges that neither RELEASEES nor the attorneys for RELEASEES have made any representations to RELEASOR concerning the state or federal taxability and/or the non-taxable status of the consideration RELEASOR is to receive under this Release. RELEASOR is required to obtain its own legal and tax advice with regard to these sums, and RELEASOR is solely responsible for paying any tax that may be due on these amounts. RELEASOR further agrees to accept any and all tax liabilities and tax consequences, if any, associated with the settlement and the funds paid pursuant to this Release.

4. Dismissal of the Entire Action. Concurrent with the execution of this Release, RELEASOR agrees to dismiss the State Court Lawsuit in its entirety, with prejudice, as regards all defendants in that matter. Said dismissal will not in any way refer to the terms and conditions of this document or any other agreements between the parties.

5. Liens; Indemnification and Hold Harmless. RELEASOR hereby acknowledges and accepts responsibility for the satisfaction of any and all liens of any nature whatsoever that have been or may be levied against any payment under the Policy arising out of the Subject Fire, the Contract, or the Claim. RELEASOR covenants and agrees that it has or will satisfy and discharge any and all liens and claims resulting or arising from the Subject Fire, the Contract, or the Claim. RELEASOR hereby further agrees to defend, indemnify, and hold harmless RELEASEES and any and all of their divisions, nominees, parent, sister, or subsidiary companies, successors, predecessors, employees, agents, insurers, attorneys, officers, directors, stockholders, claims administrators, fiduciaries, administrators, and sponsors from any such liability for liens and/or

any and all claims, demands, obligations, or causes of action arising therefrom. Any notice, demand, or correspondence received by RELEASEES after the date of this Release that refers to any lien or like claim to or against the insurance benefits under the Policy, or any other claim against RELEASEES arising from the Subject Fire; the Property; the Contract; the Policy; the Claim; the State Court Lawsuit; the Federal Court Lawsuit; RELEASEE NATIONAL FIRE's claims-handling and decisions relating to any of the foregoing; and/or any other claims asserted or which could have been asserted in the State Court Lawsuit against RELEASEES by RELEASOR (except as provided for in Paragraph 20 of this Release), shall immediately be forwarded to RELEASOR to give it the opportunity to attempt to resolve the claim or demand.

6. Warranties and Representations by RELEASOR. As part of the consideration given by RELEASEES for this Release, RELEASOR expressly warrants and represents on its own behalf and on behalf of its heirs, legal representatives, personal representatives and assigns, attorneys, next of kin, and successors that: (a) RELEASOR is legally competent and authorized to execute this Release, and (b) RELEASOR has not assigned, pledged, or otherwise in any manner whatsoever sold or transferred either by instrument, in writing or otherwise, any rights, title, interest, or claim that it has or may have against RELEASEES arising in any way from the claims herein described.

7. No Admission of Liability from this Settlement. This is a compromise settlement of a doubtful and disputed claim. The payment of the consideration for this Release shall not be deemed or construed as an admission of liability on the part of RELEASEES.

8. Full and Complete Settlement. RELEASOR agrees that the payment of the sum specified in this Release and the other consideration given by RELEASEES, as described herein, is for a full and complete settlement and release of matters against RELEASEES raised in the State Court Lawsuit and/or involving disputed insurance coverage and/or contractual issues between RELEASEES and RELEASOR. No further sums or other consideration are due to be paid to RELEASOR for this settlement except as is specifically provided for in this Release.

9. Voluntary Settlement. This Release is entered into voluntarily by RELEASOR upon the understanding that the disputes between RELEASOR and RELEASEES raised in the State Court Lawsuit shall be finally concluded without further action on either side.

10. Representations and Warranties. Except as expressly stated in this Release, RELEASOR agrees that none of the parties or their attorneys has made any statement or representation to any other party regarding any fact which is relied upon by any other party entering into this Release. In entering into this Release, the parties relied solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently-selected counsel, considering their rights and claims hereunder, and any and all matters which relate in any way to the subject matter hereof, including their decision to enter into this Release.

11. Successors, Assigns, and Beneficiaries. This Release and all of its terms shall inure to the benefit of and shall bind the successors, permitted assigns, representatives, beneficiaries, and attorneys of the parties, and each of them.

12. Entire Agreement. This Release contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and/or statements, oral or written, are merged and fully integrated into this Release. The parties acknowledge and declare that this Release is entered into in good faith, for no collusive purpose, and the terms hereof are contractual and not mere recitals. It shall be binding upon and inure to the benefit of the executives, administrators, heirs, successors, and assigns of any of them.

13. Interpretation. Because the parties hereto have each reviewed the terms of this Release and have relied on the advice of their respective attorneys as to the terms and provisions, the usual rule that the provisions of a document are to be construed and interpreted against the drafter does not apply to the interpretation of the provisions herein. It is agreed that this Release is entered into in the Commonwealth of Pennsylvania and is to be interpreted in accordance with its laws. The parties expressly agree to subject themselves to the jurisdiction of the state and federal courts of Pennsylvania for any litigation arising from this Release.

14. Severability. To the extent any portion of this Release shall be judicially determined to be invalid or unenforceable, the same shall, to that extent, be deemed severable from this Release, and the invalidity or unenforceability thereof shall not affect the validity and enforceability of the remaining portion of this Release.

15. Amendment and Survival. No modification, waiver, or discharge of this Release will be valid unless it is in writing and signed by the party against whom the enforcement of the modifications, waiver, or discharge is or may be sought. All representations and agreements set forth herein shall be deemed continuing and shall survive the effective date of the Release.

16. Headings. The descriptive headings of the several articles and paragraphs contained in this Release are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

17. Cooperation of the Parties. RELEASOR agrees to execute such documents and to take such other actions as may reasonably be necessary to further the purpose of this Release, including, but not limited to, execution of stipulations of dismissal with prejudice or such other document(s) to be filed with the relevant court in order to terminate the State Court Lawsuit.

18. Court Costs. Each party shall be responsible for the payment of its own court costs, attorneys' fees, and all other expenses in connection with the Lawsuit and all other matters referred to in this Release.

19. Acknowledgment of Understanding. RELEASOR has entered into this Release upon the advice of counsel, and the terms of this Release have been completely read by RELEASOR, fully understood, and voluntarily accepted for the purpose of making a full and complete compromise, adjustment, and settlement of the claims and Lawsuit described above.

20. Reservation of Rights Regarding the Federal Court Lawsuit. RELEASEES agree that the damages alleged by RELEASEE PURVI, LLC in the Federal Court Lawsuit include the costs of removing and disposing of the asbestos that were incurred by RELEASOR and were the subject of the State Court Lawsuit. In making the payment set forth in this Release, RELEASEE

NATIONAL FIRE does not admit that the Policy provided coverage for these asbestos-related costs. Similarly, in making the payment set forth in in this Release, RELEASEE PURVI, LLC does not admit that the Policy did not provide coverage for these asbestos-related costs. Rather, both RELEASEE NATIONAL FIRE and RELEASEE PURVI, LLC hereby reserve the right to further litigate in the Federal Court Lawsuit whether these costs were covered under the Policy; and to seek recovery from the other for the amounts paid in connection with this Release. Accordingly, nothing contained in this Release, nor the fact of the payments made by RELEASEES in connection with this Release, shall be construed as an admission as to the coverage available for the asbestos-related costs.

*** **CONTINUED ON NEXT PAGE** ***

CAUTION: READ THE ENTIRE DOCUMENT BEFORE SIGNING!

ON BEHALF OF RELEASOR CPR RESTORATION & CLEANING SERVICES, LLC:

I have hereunto set my hand and seal this 15 day of May, 2018.

(Signature)

Michael Friedman

(Print Name)

President

(Title)

On this 15th day of May, 2018, before me personally appeared ______________________, known to me as the person who executed this Release and who acknowledged to me that he/she has voluntarily executed same.

Kathleen O'Connell

Notary Public

SEAL:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN OCONNELL
Notary Public
CITY OF PHILADELPHIA, PHILADELPHIA CNTY
My Commission Expires Apr 1, 2019

CAUTION: READ THE ENTIRE DOCUMENT BEFORE SIGNING!

ON BEHALF OF RELEASEE PURVI, LLC:

I have hereunto set my hand and seal this 24 day of May, 2018.

(Signature)

Jyoti Panwala
(Print Name)

Member
(Title)

On this 24th day of May, 2018, before me personally appeared Jyotiben A. Panwala, known to me as the person who executed this Release and who acknowledged to me that he/she has voluntarily executed same.

Notary Public

SEAL:

Commonwealth of Pennsylvania
NOTARIAL SEAL
Joan Mendez, Notary Public
Middletown Township, Bucks County
My Commission Expires March 02, 2021

CAUTION: READ THE ENTIRE DOCUMENT BEFORE SIGNING!

ON BEHALF OF RELEASEE NATIONAL FIRE & MARINE INSURANCE COMPANY:

I have hereunto set my hand and seal this 21 day of June, 2018.

Denise Davis
(Signature)

Denise Davis
(Print Name)

Senior Legal Counsel
(Title)

On this 21 day of June, 2018, before me personally appeared Denise D. Davis, known to me as the person who executed this Release and who acknowledged to me that he/she has voluntarily executed same.

Kelsie A. Ivers
Notary Public

SEAL:

GENERAL NOTARY - State of Nebraska
KELSIE A. IVERS
My Comm. Exp. Sept. 13, 2020

EXHIBIT MM

American Technologies, Inc.

2688 Westhills Court
Simi Valley, CA 93065
818-700-5060
818-700-5065
Lic #571784

Client:	Lincoln Motel		
Property:	2277 Route 30 Feasterville Trevose, PA 19053		
Operator:	BUCKY.BU		
Estimator:	Douglas "Buck" Buchanan	Business:	(818) 700-5060
Position:	V.P. of Construction		
Company:	American Technologies, Inc.		
Business:	9701 Topanga Canyon Place Chatsworth, CA 91311		
Reference:	John J. Pearson	Business:	(267) 479-0410
Position:	Senior Consultant		
Company:	J.S. Held		
Business:	1525 Locust St. Philadelphia, PA 19102		
Type of Estimate:	Addendum		
Date Entered:	5/22/2016	Date Assigned:	
Price List:	CALA8X_JUN16		
Labor Efficiency:	Restoration/Service/Remodel		
Estimate:	LINCOLNMOTEL-1-1		

Contractors are required by law to be licensed and regulated by the contractor's State License Board. Questions regarding this matter should be directed to:

Registrar of the Board 9835 Goethe Road Sacramento, CA 95827	or	Registrar of the Board Box 26000 Sacramento, CA 95826

Additional work required by the Department of Building & Safety, for the purpose of meeting current codes, is not included in this estimate unless specifically stated.

Removal of hazardous materials, including but not limited to, lead or asbestos containing materials, may require the services of a licensed specialty contractor within regulations of federal/state/local regulatory agencies. Such services are not included within this bid unless specifically stated.

American Technologies, Inc.

2688 Westhills Court
Simi Valley, CA 93065
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LINCOLNMOTEL-1-1

Addendum

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Dryer - Heavy commercial - 40-50 lb capacity	1.00 EA @	-3,844.34 =	-3,844.34
Dryer - Heavy commercial - 60-75 lb capacity	1.00 EA @	4,177.88 =	4,177.88
Doors - Credit from original ATI estimate	1.00 LS @	-24,550.80 =	-24,550.80
Finish Hardware for doors - Credit from ATI estimate	1.00 LS @	-12,750.45 =	-12,750.45
Steel clad doo and jamb, including hardware - Sub bid attached - material only	44.00 LS @	704.12 =	30,981.28
Door Installer/Finish Carpenter - per hour - Labor to hang door & jamb - 2 ea. @ 3 hrs.	264.00 HR @	80.36 =	21,215.04
Baseboard - 6"	547.75 LF @	4.85 =	2,656.59
Door knocker	40.00 EA @	35.55 =	1,422.00
Door peep hole	40.00 EA @	14.41 =	576.40
Shower curtain rod	37.00 EA @	30.13 =	1,114.81
Towel bar	2.00 EA @	28.83 =	57.66
TV Brackets - Wall mounted	2.00 EA @	190.31 =	380.62
Towel bar and cabinet	19.00 EA @	100.00 =	1,900.00
Cold air return cover	1.00 EA @	22.94 =	22.94
Ductwork - flexible - insulated - 12" round	48.00 LF @	9.93 =	476.64
Ductwork - flexible - non-insulated - 4" round	24.00 LF @	5.40 =	129.60
Ductwork system - hot and cold air (per run)	20.00 EA @	308.14 =	6,162.80
Ceiling diffuser - square, lay-in - 24"	4.00 EA @	103.11 =	412.44
Stain and finish wood judges paneling	185.90 SF @	3.74 =	695.27
Hand painted mural	30.00 SF @	81.62 =	2,448.60
Ceramic tile - bullnose - 2" x 6"	169.33 LF @	9.63 =	1,630.65
Ceramic tile base	518.20 LF @	17.04 =	8,830.13
Add-on for tile feature strip - High grade	417.82 LF @	10.12 =	4,228.34
Tile - metal trim - aluminum - up to 9/16	573.40 LF @	2.86 =	1,639.92
Wallpaper border	708.62 LF @	2.57 =	1,821.15

American Technologies, Inc.

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818-700-5060
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Summary

Line Item Total	51,835.17
Overhead	5,183.51
Profit	5,183.51
Material Sales Tax	2,096.79
Replacement Cost Value	**$64,298.98**
Net Claim	**$64,298.98**

Douglas "Buck" Buchanan
V.P. of Construction

American Technologies, Inc.

2688 Westhills Court
Simi Valley, CA 93065
818-700-5060
818-700-5065
Lic #571784

Recap by Category

O&P Items	Total	%
APPLIANCES	333.54	0.52%
DOORS	27,645.52	43.00%
FINISH CARPENTRY / TRIMWORK	2,656.59	4.13%
FINISH HARDWARE	-7,298.96	-11.35%
HEAT, VENT & AIR CONDITIONING	7,204.42	11.20%
PAINTING	3,143.87	4.89%
TILE	16,329.04	25.40%
WALLPAPER	1,821.15	2.83%
O&P Items Subtotal	51,835.17	80.62%
Overhead	5,183.51	8.06%
Profit	5,183.51	8.06%
Material Sales Tax	2,096.79	3.26%
Total	64,298.98	100.00%